MASTER LICENSE AGREEMENT FOR USE OF SNOHOMISH COUNTY DEPARTMENT OF PARKS, RECREATION AND TOURISM FACILITIES FOR WSU EXTENSION PROGRAMMING

This MASTER LICENSE AGREEMENT FOR USE OF SNOHOMISH COUNTY DEPARTMENT OF PARKS, RECREATION, AND TOURISM FACILITIES FOR WSU EXTENSION PROGRAMMING (this “Agreement”) is made effective as of the date of last signature, (the “Effective Date”) by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Washington State University, an institution of higher education and agency of the State of Washington, by and through its Snohomish County WSU Extension Program (the “Licensee”).

RECITALS

A. The County is the owner of that certain real property commonly known as the Parks facilities and properties operated and managed by the Snohomish County Department of Parks, Recreation and Tourism (“County park facilities and properties”).

B. The mission of the Licensee is to engage people, organizations, and communities to advance knowledge, economic well-being, and quality of life by fostering inquiry, learning, and the application of research.

C. The Licensee conducts educational programs within Snohomish County and employs faculty and members and support staff to plan, conduct, and evaluate these programs.

D. Pursuant to RCW 36.50.010, the County is authorized to establish and conduct extension work in agriculture and home economics in cooperation with the Licensee, including WSU Extension programming for Snohomish County residents, and the parties have worked in partnership to that end since 1916.

E. In furtherance of their partnership and in promotion of WSU Extension programming, the parties wish to continue their coordination and cooperation as to WSU Extension programming sited on the County park facilities and properties.

F. The parties’ further wish to streamline their procedures for approving individual WSU Extension programming events by creating a master license agreement under which individual addenda may be executed on a per event basis.

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

1. **Grant of License.** This Agreement sets forth the general terms and conditions under which the Licensee may enter onto and use portions of the County park facilities and properties for WSU Extension programming. For each specific WSU Extension programming event or occurrence (an “Event”), the parties shall execute an amendment to this Agreement (an
“Amendment”), and the County hereby grants to Licensee a nonexclusive, revocable license to enter onto and use those portions of County park facilities and properties for the purposes and under the terms and conditions described in this Agreement and any subsequent Addenda.

2. **Process for Execution of Amendment.**

2.1 **Submission of Application.** Should the Licensee desire to make use of any portion of County park facilities and properties for an Event, the Licensee shall submit to the County an appropriate Application in a form substantially similar to those attached hereto in Appendix A1 and A2, at least ninety (90) days before the Event date. The County, in its sole discretion, may require additional information from the Licensee before considering or approving an Application.

2.2 **Response to Application.** The County shall review the Application upon receipt. The County, in its sole discretion, may accept or reject the Application. The County shall give the Licensee notice of such acceptance or rejection within ten (10) business days of receipt of the Application. Alternatively, the County may accept the Application subject to additional terms and conditions, including but not limited to changes in the date or County park facilities and properties if the Amendment requested date or facility is not available.

2.3 **Issuance of Amendment.** Upon acceptance and approval of an Application by the County, the County will issue to the Licensee an unsigned Amendment in substantial form to that attached hereto in Appendix B. The Licensee shall then attach to the issued Amendment a full and detailed plan of any temporary structures, staging, booths, or other equipment that may be used by Licensee or its employees, agents, participants, invitees, exhibitors, or volunteers during an Event. Any such structures, staging, booths, or other facilities must comply with all applicable safety and fire regulations. The Amendment must be signed by the Licensee and returned to the County for further review. The Amendment shall thereafter become effective upon signature by the County, which signature shall effect execution of the Amendment by both parties. The date of the County's signature shall be the effective date of the Amendment (“Effective Date”), unless otherwise indicated by the County at or before the time of execution.

2.4 **Changes to Amendment by Licensee.** Following execution, the Licensee may propose changes to the Amendment by submitting a new Application outlining in detail the desired changes. The County may, in its sole discretion, accept or reject the new Application. The Licensee shall be liable for all increases in cost, if any, which may be incurred by changes to the Amendment.

2.5 **Changes to Amendment by County.** The County shall provide the Licensee with written notification of any changes to the Amendment required by the County, including but not limited to changes in the date or facility where the Amendment requested date or facility is not available. The County shall obtain the Licensee’s written approval to any such changes before implementing them.

2.6 **Authority of Administrators.** By entering into this Agreement and upon its Effective Date, both parties authorize their respective Administrators to accept, deny, and negotiate the Addendum described in this Section 2, including any associated increase, decrease, or other change in costs. The parties designate the following Administrators:

MASTER LICENSE AGREEMENT FOR USE OF SNOHOMISH COUNTY DEPARTMENT OF PARKS, RECREATION AND TOURISM FACILITIES FOR WSU EXTENSION PROGRAMMING

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For the County:  
Tom Teigen  
Snohomish County Department of Parks, Recreation, and Tourism  
14405 179th Avenue SE  
Monroe, WA 98272  
Or  
6705 Puget Park Drive  
Snohomish, WA 98296  
Telephone: 360.805.6700  
Fax: 360.794.8027  
Email: tom.teigen@co.snohomish.wa.us

For the Licensee:  
Heidi Clarke (Primary Administrator)  
Washington State University  
P.O. Box 646424  
Pullman, WA 99614-6241  
Telephone: 509-335-1493  
Email: heidi.kittelmann@wsu.edu

Lisa Bruce  
Washington State University  
P. O. Box 64641  
Pullman, WA 99614-6241  
Telephone: 509-335-0502  
Email: lisa-bruce@wsu.edu

Chris Johnson  
Washington State University  
P.O. Box 646424  
Pullman, WA 99614-6241  
Telephone: 509-335-0502  
Email: chris.s.johnson@wsu.edu

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

3. **Consideration.**

3.1 **License Fee.** For each Event, the Licensee shall pay any license fee (the “License Fee”) specified by the County in its sole discretion in an Amendment. The Licensee Fee shall be due and payable within thirty (30) days of execution of an Amendment.

3.2 **Damage Deposit.** For each Event, the Licensee shall pay a one-time damage deposit (the “Damage Deposit”) to the County in an amount determined by the County that is identified in the current year’s approved list of fees, in its sole discretion and specified in an Amendment. The County may deduct from this Damage Deposit any sums County Parks, in its sole discretion, determines appropriate for damages caused as a result of the negligent acts or omissions of the Licensee, its officers, agents, employees, or registered volunteers acting in the...
scope of their official duties, or other loss resulting from the same, and/or cleaning. Retention of all or any portion of the Damage Deposit shall not constitute a waiver of any other remedy the County may have. If the County, in its sole discretion, determines that all or any portion of the Damage Deposit should be returned to Licensee, the County shall refund that amount to the Licensee within thirty (30) days of the end of the Event for which the Damage Deposit was made, less any administrative fee as set by the Snohomish County Department of Finance.

3.3 Food Services. Will be coordinated, scheduled, and authorized via the specific Amendment. The County retains the sole discretion to approve or reject Licensee’s plans regarding Food Services.

3.4 Utilities. For each Event, the Licensee shall reimburse the County for the cost of utilities provided to an Event as specified in an Amendment. Utility reimbursement shall be due and payable within thirty (30) days of receipt of an invoice from the County following an Event.

3.5 Equipment. Upon request by the Licensee, the County may provide tables, chairs, bleachers, portable walls, and/or other equipment (the “Equipment”) for an Event. The Licensee shall pay an equipment use fee (the “Equipment Fee”) to the County in an amount specified in its sole discretion in an Amendment. The Equipment Fee shall be due and payable within thirty (30) days of receipt of an invoice from the County following an Event.

3.6 Penalty for Late Payment. The Licensee shall remain liable for complete and timely payment of all amounts invoiced. If any License Fee, Damage Deposit, Food Services Fee, utility charges, Equipment Fee, or other fee is more than thirty (30) days past due, the unpaid sum shall accrue interest from the date due at a rate of one percent (1%) per month or the maximum rate allowed by law.

3.7 Remittance. The License Fee, Damage Deposit, Food Services Fee, utility charges, Equipment Fee, and any other applicable fees and penalties shall be remitted to:

Snohomish County Department of Parks, Recreation, and Tourism
14405 179th Avenue SE
Monroe, WA 98272
Or
6705 Puget Park Drive
Snohomish, WA 98296

4. Term.

4.1 Term of the Master Agreement. This Agreement shall take effect upon the Effective Date and shall remain in effect through December 31, 2021, unless earlier terminated pursuant to the provisions of Section 10 below, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to three (3) additional one (1) year terms by written notice from the County to the Licensee, PROVIDED FURTHER that each party’s obligations after December 31, 2020, are contingent upon local legislative appropriation of necessary funds, if any, for this specific purpose in accordance with applicable law.
4.2 **Duration of an Event.** Each Amendment shall specify the period of proposed use of County park facilities and properties for an Event, including time and date for set-up, public Event activities, and close out, all subject to the following hours of operation: Sunday through Thursday, from 6:30 a.m. to 10:00 p.m.; Friday and Saturday, from 6:30 a.m. to 11:00 p.m.; horse barns and stalls are open 24 hours, 7 days a week at the Evergreen State Fair Park. At county park facilities the typical hours of operation and use are 7:00 a.m. – Dusk unless authorized in writing by the Department. The County maintains sole discretion to alter those hours. Any such period of proposed use shall not exceed 30 days of continuous use.

5. **Scope of License.**

5.1 **Purpose.** During the term of the License, the Licensee and its agents, employees and contractors shall have the right to enter onto and use those portions of the County park facilities and properties designated in an Amendment for WSU Extension programming Events as specified in an Amendment and for all purposes related directly thereto and as an incident thereto. If available the County shall provide personnel during the Event to assist Licensee as needed, at the request of Licensee and at Licensee’s cost.

5.2 **Restrooms.** Included in the grant of this License is right to enter onto and use any restroom facilities adjoining that portion of the County park facilities and properties designated in an Amendment for an Event.

5.3 **Animals.** Except for service animals, police dogs, and animals participating in animal shows (“Allowed Animals”), no animals are allowed on County park facilities and properties. All Allowed Animals must be on a leash or in a crate and remain in the area of use or in an exhibitor’s vehicle (dogs may be tethered to an owner’s recreational vehicle or trailer, but may be ordered removed by County Parks staff in their sole discretion). Tie outs in roadways, parking lots, or other areas are strictly prohibited. Licensee shall inform all animal owners of these rules and their responsibility to clean up after their animals.

5.4 **Admission Fees.** Licensee may, at its option, charge an admission fee for the Event. Licensee assumes full responsibility for the payment of all form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to any admission fee for the Event. Licensee shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5.5 **Alcohol.** No alcohol shall be served by, or be permitted to be served by, any party without prior written approval of the County, which approval may be withheld in the County’s sole discretion. Approval, in the County’s sole discretion, may be given under the following conditions: (a) Acquisition of the appropriate permits, including permits from the Washington State Liquor and Cannabis Board; (b) Posting of signage prohibiting the presence of persons under 21 years of age; (c) No service to persons under 21 years of age; (d) No service to any person who appears intoxicated or under the influence of alcohol; any other requirements of County Parks or the Washington State Liquor and Cannabis Board.
5.6 **Roads, Walkways, and Trails.** No person shall knowingly use the roads, walkways or trails in such a manner as to hinder or obstruct their proper use. No person shall knowingly interfere with the free flow of persons or vehicles upon or through county facilities or otherwise knowingly prevent the orderly and efficient use of county property for its primary purpose.

5.7 **Parking.** Licensee, its employees, agents, participants, invitees, exhibitors, or volunteers, may park in County designated areas. The Licensee shall provide parking and traffic control attendants, at its sole expense, to operate the parking areas. Traffic control and parking are the responsibility of the Licensee. If due preparation, care, and caution is not demonstrated by the Licensee, the County reserves the right to provide traffic and parking attendants as needed in the County’s sole discretion, the cost of which shall be reimbursed by the Licensee to the County.

5.8 **Laws, Rules, and Regulations.** Licensee is responsible for supervision of its Event. Any and all activities performed or conducted by the Licensee on the County park facilities and properties shall be performed or conducted in a safe and reasonable manner, in compliance with all applicable laws, and in accordance with such reasonable rules and regulations as established by the County and attached hereto. Licensee, by executing this Agreement, acknowledges receipt of a copy of the County’s rules and regulations and agrees to make the same known to all of Licensee’s invitees, agents, employees, exhibitors, participants, and volunteers, to the extent reasonably possible.

5.9 **Illegal Use.** No illegal use shall be made thereof, nor shall any property that creates any nuisance or fire, explosive, or other hazard be stored therein. The Licensee’s authority to use the County park facilities and properties shall not be considered exclusive possession or control, and the County may enter the County park facilities and properties at any time to determine whether improper or hazardous use is being made of the County park facilities and properties and may take such measures as the County, in its sole discretion, deems appropriate to control any criminal activity, nuisance, or real or potential harm to persons or property. In addition, the County, in its sole discretion and at no cost to the County, may require the use of security personnel.

6.0 **Access.** When applicable, the County shall check out to the Licensee keys for accessing those portions of the County park facilities and properties identified in an Amendment. The cost of replacing lost keys or recoding building locks will be charged to Licensee by County.

7.0 **Care and Condition.**

7.1 **No Warranty.** The Licensee has examined the County park facilities and properties, and accepts the same in its present condition. It is agreed that the County shall not be bound by any warranty or representation as to the condition of the County park facilities and properties, or in any other manner except as stated herein; provided, however, County agrees to maintain the County parks facilities and properties and make repairs needed for safety during the term of this Agreement.
7.2 **Care and Condition.** The Licensee shall be responsible for that portion of the County park facilities and properties specified in an Amendment, shall maintain the same (including all areas used for Food Services) in a neat and clean condition and shall return the same upon termination of the Amendment in as good a condition and repair as the same now are or may be put into, normal wear and tear, casualty loss not the fault of the Licensee, and damage caused by the County and its employees excepted. The County is under no obligation to maintain, replace, or repair any of its facilities or properties or any other obligation not stated in this Agreement. Licensee shall not permanently alter or destroy any part of the County park facilities and properties and shall not use nails, hooks, tacks, screws, or tape in any part of the County park facilities and properties.

8.0 **Utilities.** The County shall provide utilities as specified in an Amendment.

9.0 **Maintenance.** The County shall provide routine maintenance and services at the County park facilities and properties, including stocking of restrooms, lined garbage cans, and fire extinguishers. The County shall not be called upon to make any repairs occasioned by the negligence of the Licensee, its agents, or employees.

10.0 **Termination.**

10.1 This Agreement may be terminated by either party with thirty (30) days written notice, PROVIDED, that if this Agreement is terminated by the County under this Section 10.1, the County shall return all advanced paid License Fees and Damage Deposits to the Licensee, less any administrative fee as set by the Snohomish County Department of Finance, PROVIDED, FURTHER, that if this Agreement is terminated by the Licensee under this Section 10.1, the County may retain all advanced paid License Fees and Damage Deposits as liquidated damages. Termination under this Section 10.1 shall not affect the rights of either party under any other Section in this Agreement.

10.2 If Licensee breaches any term of this Agreement and fails to cure the same within ten days’ written notice to do so by the County, the County may terminate this Agreement by providing a written notice to Licensee, PROVIDED, HOWEVER, that the County may terminate this Agreement immediately for any breach by Licensee where the County determines, in its sole discretion, that immediate termination is necessary to protect and/or preserve public health, public safety, and the general welfare or interest of the public. Termination under this Section 10.2 shall not affect the rights of the County under any other Section in this Agreement.

10.3 By the End Date of an Amendment, unless otherwise agreed in the Amendment, or sooner termination of this Agreement, at its sole cost and expense, Licensee shall remove from the County parks facilities and properties any and all property that Licensee has brought onto the same, and shall restore the County parks facilities and properties to substantially its condition as of the Effective Date of the Amendment, reasonable wear and tear excepted. If any property of Licensee is not removed by the termination of this Agreement, the County shall have the right to take possession of and store the property in such a manner as it deems appropriate, and collect all storage fees from Licensee. In the event County takes possession of and stores Licensee’s property pursuant to this section 10.3, County shall make a reasonable effort to inform Licensee of any such property being stored and shall surrender such property to Licensee upon Licensee’s request. Once Licensee retakes possession of Licensee’s property, County shall cease any efforts to collect storage fees from Licensee.
10.4 If the Licensee does not vacate and restore the County parks facilities and properties prior to the termination of an Amendment, the Licensee shall continue to pay the County an additional Licensee Fee, as described in Section 3 and the Amendment, for each week until such time as Licensee has fully vacated and restored the County parks facilities and properties.

10.5 This Agreement shall not limit any legal remedies of the County not stated herein. If the County is required to expend any money to clean or renovate the County Parks facilities and properties as a result of Licensees negligent actions, such sum shall be due and payable to the County within thirty (30) days of receipt of an invoice.

11.0 Possessory Lien. In the event of default in payment, or material breach of any other condition of this Agreement, or for any and all damages caused to the property of the County by the negligence of Licensee, its agents, employees or registered volunteers, PROVIDED that County notifies Licensee of any such default, material breach, or damage and Licensee is unable to cure the same within thirty days of such notice, the County shall have a possessory lien upon any and all property stored, used or located on the County park facilities and properties and upon any sums of money advanced to or otherwise in the possession of the County because of this License.

12.0 Hold Harmless.

12.1 To the extent permitted by and within the scope of the coverage afforded to Licensee by, the State of Washington Self-Insurance Liability Program (RCW 43.19.766 et seq.) and the Tort Claims Act (RCW 4.92.060 et seq.), Licensee shall protect, save harmless and indemnify, the County, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever, arising out of or as a result of the negligent acts or omissions of Licensee in the performance of its rights and obligations under this Agreement or its use of the County parks facilities and properties, including claims by Licensee’s employees, volunteers, or third parties, except for those damages caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

12.2 To the extent permitted by law County shall protect, save harmless and indemnify, the Licensee, its officers, employees, and agents, from any loss or claim for damages of any nature whatsoever, as a result of the negligent acts or omissions of County in the performance of its rights and obligations under this Agreement, including claims by County’s employees, volunteers, or third parties, except for those damages caused by the negligence or willful misconduct of the Licensee, its officers, employees, or agents.

12.3 This indemnification obligation shall include, but is not limited to, claims against the County by an employee or former employee of the Licensee 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. However, if an individual is simultaneously employed by the County and the Licensee, and that individual files a claim against the County under an industrial insurance act for an injury/loss which occurred within the scope of his or her employment with the County, then the Licensee shall have no obligation to indemnify the County against that claim.

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12.4 The Parties understand that they will be bound by the comparative fault laws of the State of Washington. Each Party shall protect, defend, indemnify, and hold harmless the other party to this Agreement according to terms stated herein, and in the event that both the Parties are determined to be negligent, any damages allowed should be levied in proportion to the percentage of negligence attributable to each party.

12.5 In the event that the either party incurs any judgment, award and/or cost arising from the provisions of this Section 12, or to enforce the provisions of this Section 12, each party shall bear its own fees, expenses and costs.

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

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

13.0 Insurance.

13.1 At execution of this Agreement, the Licensee, at its sole cost and expense, shall maintain for the term of this Agreement self-insurance against claims for injuries to persons or damage to property that may arise from or in connection with the Licensee's use of the County park facilities and properties. Licensee and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program (RCW 43.19.766 et seq.) and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against Licensee and its employees, officers, and agents in the performance of their official duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. This self-insurance includes automobile liability, liquor liability and host liquor liability, and workers compensation at statutory limits. Licensee shall provide a certificate evidencing self-insurance prior to use of the County park facilities and properties. Such certificate shall designate the County as an additional insured.

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

14.0 Compliance with Other Laws. The parties shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement. Licensee shall obtain all permits and licenses required by law. The County does not warrant whether any permits or licenses are necessary nor waive any such requirements.

15.0 Assignments and Subleases. This Agreement may not be assigned, either in whole or in part, sublet, or possession thereof transferred voluntarily or involuntarily by the Licensee. Any attempt to assign this Agreement in violation of this Section shall be null and void and shall constitute a default for purposes of termination under Section 10.2.

16.0 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 (including gender identity), age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts. The Licensee shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Licensee of the Licensee's compliance with the requirements of Chapter 2.460 SCC with respect to this Agreement. If the Licensee is found to have violated this Section, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Licensee's obligations under other federal, state, or local laws against discrimination.

17.0 Notices. Notice as required by any term of this Agreement shall be given by registered or certified mail or electronic mail. Such communication or notice shall be deemed to have been given and received read receipt is received from electronic mail or when deposited in the United States Mail, properly addressed, with postage prepaid. Such notice or communication shall be given as follows:

If to the County: Snohomish County Department of Parks, Recreation and Tourism
Attention: Tom Teigen
14405 179th Avenue SE
Monroe, WA 98272
Or
6705 Puget Park Drive
Snohomish, WA 98296
Telephone: 360.805-6700
Fax: 360.794.8027
Email: tom.teigen@co.snohomish.wa.us

If to the Licensee: Washington State University Extension
Attention: Anthony Gromko
600 128th Street SE
Everett, WA 98208
Telephone: 425-357-6015
Email: Anthony.gromko@wsu.edu

18.0 NPDES Compliance. Licensee agrees to enforce and adhere to the County's NPDES Compliance Procedures, a copy of which is attached hereto as Appendix "C" and incorporated herein by this reference.

19.0 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein, PROVIDED, HOWEVER, that nothing in this Agreement shall supersede or otherwise be interpreted to contradict any term of that certain Interlocal Agreement Between Washington State
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University, through Washington State University Extension, and Snohomish County, through Snohomish County Department of Human Services effective January 1, 2016. This Agreement may not be modified or amended in any manner by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

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

21.0 **Disputes.** In the event that a dispute arises under this Agreement that the parties cannot resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: each party to this Agreement shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel. If a third member cannot be agreed upon, the Director of the Department of Parks, Recreation, and Tourism will make the determination of the third member of the Dispute Panel. The Dispute Panel shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall equally share the costs, if any, for the services of the Dispute Panel.

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

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

24.0 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

25.0 **No Waiver.** A party's forbearance or delay in exercising any right or remedy with respect to a default by the other party under this Agreement shall not constitute a waiver of the default at issue. Nor shall a waiver by either party of any particular default constitute a waiver of any other default or any similar future default.

26.0 **Warranty of Authority.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

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27.0 **No Joint Venture.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

28.0 **No Third Party Beneficiaries.** This Agreement and each and every provision hereof is for the sole benefit of the County and the Licensee. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

29.0 **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**COUNTY:**

Snohomish County, a political subdivision of the State of Washington

By: ________________________________

Name: Tom Tegon
Title: Director, Parks, Rec., Tourism

Approved as to Form:

[Signature]

Deputy Prosecuting Attorney

[Signature] 2/20/2020

Risk Management

**LICENSEE:**

Washington State University, an agency of the State of Washington

By: ________________________________

Name: Samuel Schirer
Title: Contracts Specialist

Approved as to Form:

[Signature] 2/19/2020

Assistant Attorney General

[Signature] 2/25/2020

[Signature]

[Signature] 2/20/2020
APPENDIX A1

Application Form Facility Rental (Fairgrounds)

| SNOHOMISH COUNTY EVERGREEN STATE FAIRGROUNDS AMENDMENT TO WSU LICENSE AGREEMENT |
| Amendment #: |
| Event Title: |
| Event Contact: |
| Address: |
| Telephone: |
| Event Code: |

Pursuant to that WSU MASTER LICENSE AGREEMENT FOR USE OF EVERGREEN STATE FAIRGROUNDS FOR 4H PROGRAMMING dated __________, 2020 (the "Master Agreement") the parties enter into this Amendment to the Master Agreement (which is on-file at the Everett 4H WSU Extension Office) for the following Event:

Section 1—SCOPE OF EVENT
Description of event and activities.

Activities other than those listed above are to be reviewed with Fairgrounds Management to insure compliance with County Regulative Authorities, Risk Management and activities agreed to within the Applicant's facility use request.

Section 2—EVENT DATES & TIMES

| Set up Day(s) and Times |
| Event Day(s) and Times |
| Move Out Day and Time |

Facility opening and closing times are: Sunday – Thursdays 6:30am-10pm; Friday – Saturday 6:30am-10:30pm. Gates are locked down at 11pm.

Section 3—FACILITIES, EQUIPMENT & SERVICES

| Let Facilities, Equipment, Services, and Relevant Fees |
| 1. |
| 2. |
| 3. |
| 4. |
| 5. |
| 6. |
| 7. |

Section 4—PROVISIONS OF FACILITY USE
a) **STAGING AND STRUCTURE** – When requested, an event floor plan or layout outlining any temporary structures, staging, booths, etc., shall be provided for County's review and approval.
b) **Set up / Clean Up:** Unless pre-arranged otherwise, 4-H is responsible for equipment set up, post-event cleaning and racking of equipment, and clean-up of facility used after conclusion of event (wiping down the tables and chairs used, picking up all rabbit fur, sweeping of floors and proper disposal of litter and trash, etc.), or 4-H will be subject to cleanup/service charges.
c) Washington State University accepts responsibility and liability for the negligent actions or omissions of WSU, its officers, agents, employees, or registered volunteers as provided in the Master Agreement.
d) **KEYS** – Facility keys that may be checked out to 4-H must be returned no later than the day after the close of 4-H event. Lost keys or recoding of building locks due to lost keys will be charged to 4-H.
e) 4-H is responsible for providing security for their events.
f) **Fees** may include facility and equipment rental, service charges, damage/loss charges, inspection fees, admissions taxes, Event Host, parking services, etc. as described in the Master Agreement.
g) **Damages:** Damages or repairs to site or equipment as described in the Master Agreement will be billed separately.
h) **Cancellations:** Contact Fairgrounds by Noon on day of event if event/activity is cancelled for that day.
i) **PAYING EVENTS** have priority over non-paying events for dates and facilities. 4-H will receive adequate notice if activity/event has to be relocated to another building or rescheduled to a different date.
j) **CARE AND CONDITION.** Fairgrounds shall provide a clean facility with restrooms stocked, garbage cans lined, and fire extinguishers in place; with representatives on the grounds during the event to assist 4-H as needed.
4-H shall:

- Be responsible for the care and maintenance of the facilities used during the period of use.
- Upon vacation of premises, 4-H shall return premises in as clean and good a condition as when received, less normal wear and tear.
- Be responsible for cleaning up facilities immediately following the conclusion of the scheduled event. To the extent provided under the Master Agreement, Labor and equipment charges will be assessed if Fairgrounds cleans up facilities.
- Not permanently alter or destroy any part of the premises and shall not use nails, hooks, tacks, screws or tape in any part of the buildings. Washington State University will be responsible for any labor and material costs incurred restoring damaged property to its original condition before the event, but only to the extent any such damage was caused as a result of the negligent acts or omission of WSU, its officers, agents, employees, or registered volunteers as provided under the Master Agreement.
k) **TRAFFIC AND PARKING CONTROLS.**

- Public and participant parking allowed only in those areas designated by County.
- **PUBLIC PARKING** – County reserves the right to operate, charge and receive all income from public parking operations. 4-H events where parking is not charged, 4-H may be required to provide parking attendants or County will provide at 4-H expense.
- **PARTICIPANT PARKING** – Participant traffic and parking control is the responsibility of 4-H. If due preparation, care and caution is not demonstrated by 4-H, Fairgrounds reserves the right to provide needed traffic/parking personnel to meet Fairgrounds expectations of traffic, parking and public safety needs. Pursuant to the Master Agreement, 4-H will be responsible for paying the parking personnel at the Fairgrounds established rate on the final day of the event.
- **SPEED LIMITS** – Observe the Fairgrounds speed limit at all times – 10mph or less dependent upon pedestrian and/or other traffic.
- **SKATEBOARDS, ETC.** – No skate boards, roller skates, bicycles, motorcycles or similar recreational vehicles are allowed on the grounds.

APPENDIX A1
l) **DOGS AND PETS** are not allowed in any fairgrounds facilities nor in any area of the Equestrian Park (Exceptions – Assistant Animals, police dogs in the performance of their duty, or specifically contracted animal shows).
   - Show animals must be on leash or in crates at all times unless in actual competition and remain in event area (not roaming around the grounds).
   - 4-H is responsible for ensuring they or the animal owners clean up after these animals.
   - Dogs may be left tethered to owner’s RV or trailer (in the outside RV parking lots), but dogs that cause disruptions must be removed from the fairgrounds (all other animals must be appropriately housed as per the nature of the event).
   - 4-H program leaders are asked to set an example and also assist in enforcement of this requirement.
   - Service dogs in training are not to enter or disrupt any other event or activity on the grounds unless specific approval is received from each individual show manager.

m) **COUNTY INSPECTIONS.** County facilities must be available to County, State, and Fairgrounds Management inspections at all times including Insurance, Risk Management, Fire, Safety, and Building Department Representatives.

n) **GOVERNING LAWS.** To the extent described in the Master Agreement, 4-H shall comply with all pertinent laws, ordinances, fees and taxes as established by the United States, State of Washington, Snohomish County, and the City of Monroe, including rules and requirements established by Snohomish County, Evergreen State Fairgrounds, Fire Marshal, Risk Management, Health District and Safety Office.

o) **FOOD & BEVERAGE SERVICES.** County reserves the exclusive right to contract food services at the Fairgrounds, with the County receiving all revenues from these food services; licensee shall not charge a fee to the food/beverage service providers.
   - Contact the Fairgrounds for a list of contracted food service providers approved to conduct business on the Fairgrounds.
   - Exception, Star Espresso has the exclusive contract to provide food services within the Evergreen Equestrian Park.

---

**SIGNATURES**

**4-H LEADER:** Licensee designates the following individual as the contact person and 4-H leader for this Event, who has reviewed this Amendment and the Master Agreement and agrees to abide by the conditions and requirements contained therein.

Signature: ___________________________  Print Name: ___________________________

Date: _______________________________

The parties hereby agree to the terms and conditions of this Amendment to the Master Agreement. The parties further acknowledge and agree to the terms and conditions of the Master Agreement and any additional terms and conditions contained in the Licensee’s Application for this Amendment. Should any conflicts exist between the Master Agreement, this Amendment, and the Licensee’s Application, the Master Agreement shall prevail.

**SNOHOMISH COUNTY:**

**WASHINGTON STATE UNIVERSITY:**

**BY:**

Director or Designee

**BY:**

Name: ___________________________

Department of Parks & Recreation

Title: ___________________________

Date: ___________________________

Date: ___________________________

Approved as to form 2-19-2020

Snohomish County Deputy Prosecuting Attorney’s Office & Risk Management

Washington State University Contracts Management

APPENDIX A1 3 of 3
APPENDIX A2
Application Form Facility Rental (Parks)

FACILITY RENTAL
APPLICATION

Parks, Recreation & Tourism
and Evergreen State Fair Park
14405 – 179th Ave SE, Monroe, Washington
98272

This is not a contract - information from this application will be used to process facility rental agreement or addendum, schedule maintenance, parking and equipment needs. All Agreements or Addendums are subject to final approval by Snohomish County Parks, Recreation & Tourism and Evergreen State Fair Park Director or designee.

Insurance, UBI, Taxes

a. Insurance & Endorsement
When applicable, $1,000,000 General Liability insurance including set up, event, and move out days, with Snohomish County Additional Insured Language and Separate Endorsement Page may be required.

b. Dept of Revenue
DOR requires any promoter with vendors who make or solicit sales of tangible property or services to have an open tax registration number (UBI) with the WA Dept of Revenue.

c. County Admissions Tax
Effective July 1, 2009, the Snohomish County Treasurer's Office has imposed a 5% admission tax on anyone charging admission into an event, show or activity.

Section 1 – Applicant Information

Check One: [ ] 4H [ ] FFA [ ] Corporation [ ] LLC [ ] Partnership [ ] Sole Proprietor [ ] Individual [ ] Other (explain)

1. Person / Company / Organization

2. Contact

3. Email Address and/or Web Site:

4. Mailing Address:
Address
City State Zip

5. Contact Information:
Daytime Phone:
Cell Phone:
Fax:
Email:

6. Event Manager (if different from above contact):
Name:
Daytime Phone:
Cell Phone:
Email:
## Section 2 – Event Information

7. Official Name of Event:

8. Is the event:
   - [ ] Private
   - [ ] Public
   If this is a public event, please complete “PUBLIC INFORMATION” section.

9. Describe in detail the type of Event and list all Activities:
   - [ ] If Equestrian event, additional forms are attached.
   - [ ] Alcohol is not allowed on any Park or Fair Park property without prior approval of Parks Director or Designee – check here if applicant will be requesting permission to serve alcohol. Additional detail and criteria will be required if approved.

10. Anticipated Attendance
    Participants: ___________ Public: ___________

### EVENT DATE(S)
1. Set up/move in days may be charged at half daily rental rate.
2. **EVERGREEN STATE FAIR PARK HOURS OF OPERATION:** the grounds do not open until 6:30 a.m.; events must end by 10 p.m.; buildings and grounds must be cleared by 10:30 p.m.; Fair Park gates are locked down at 11 p.m.
3. **SNOHOMISH COUNTY PARKS HOURS OF OPERATION:** times vary by facility and/or park, check with Snohomish County Parks, Recreation & Tourism office regarding start and end times.

11. Set Up Dates and Times:

12. Move In Dates & Times:

13. Event Dates and Times:

14. Move Out Date and Time:

## Section 3 – Facilities, Equipment, and Services

### FACILITIES:
(List facilities and their anticipated use:

**ANTICIPATED EQUIPMENT NEEDS (list what may be needed so we can begin to reserve them):**

- [ ] 8’ Rectangle Tables ($10)
- [ ] Picnic Tables ($10)
- [ ] Platforms ($40/ea)
- [ ] Bicycle Barricades ($15/ea)
- [ ] Portables
- [ ] Bleachers:
- [ ] 8-Person Round Tables ($10)
- [ ] Benches ($5)
- [ ] Staging ($50/ea)
- [ ] Portable 6’ Fencing ($15/ea)

**Other Equipment – Explain:**

**SET UP SERVICES** - note date and time needed – fee based on labor, equipment/operator man-hours;
- List any special set up needs and location (example – bulkheads removed, distribution of equipment to other facilities, etc.)

**OTHER SERVICES NEEDED** - Describe and note dates and times needed – additional charges may apply.
**Section 4 – Public Information**

- Where applicable, event information may be published in County Parks or Evergreen State Fair Park event information flyers and website.
- **PUBLIC EVENTS** – an event flyer or information sheet is required for our files and ensure accurate information is available to the public.
- **READERBOARD ADVERTISING** (Evergreen Fair Park) – For those events scheduled at the Evergreen Fair Park, currently there is no charge for listing event on at the electronic reader board. Indicate below how the event should be advertised – NOTE, space is limited and Evergreen Fair Park reserves the right to modify any and all event verbiage on electronic reader board.
  a. Advertise Event on the Reader board? ☐ Yes ☐ No
  
  b. Evergreen Fair Park Reader board: Please indicate how you would like event advertised on electronic reader board (3 lines / 16 spaces):

<table>
<thead>
<tr>
<th>PUBLIC ADMITTED?</th>
<th>☐ Yes</th>
<th>☐ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information Telephone Number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Information Website:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If Paid Admission – Dates and Locations tickets will be available:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Section 5 – Vehicle and RV Parking**

1. **PAID PARKING** – County reserves the right to charge public parking during any event.
2. **FREE PARKING** – Events where parking is not charged may be required to provide adequate number of attendants to ensure public parking meets County standards and disabled parking areas are available as per ADA requirements;
3. County also reserves the right to hire, at Licensee’s expense, parking personnel to meet the needs of the event.

ANTICIPATED PARKING NEEDS: a. Estimated participants: 
 b. Estimated public attendance:

**RV PARKING**

RV parking reservations can be made on the Snohomish County Parks or Evergreen State Fairgrounds websites. (EXCEPTION - Evergreen Equestrian Park is restricted to equestrian events only and not available on the reservation website)

**Section 6 – Food, Beverage & Catering (Evergreen State Fair Park)**

1. Only those food and beverage service vendors contracted by the Evergreen State Fair Park may provide food & beverage services on the fairgrounds (contact Fair Park for list of food and beverage service vendors already contracted)
2. **EQUESTRIAN PARK Exception.** Star Espresso & Catering is contracted by the County to provide food and beverage concession services in the Evergreen Equestrian Park.
3. Events shall not charge these food and beverage vendors for their services.
4. **ALCOHOL** – Alcoholic beverages are not allowed on County property unless prior written approval is granted by County Parks Director or designee. If approved, Event will receive specific alcohol service criteria which may include licensed servers, event hosts, or Sheriff security.
Section 7 - Insurance and other Regulations

a. INSURANCE REQUIREMENTS – Also refer to Facility Use Information Sheet

1. **LIABILITY INSURANCE** with limits of no less than $1,000,000 Combined Single Limit, $2,000,000 aggregate limit, including bodily injury, personal injury and property damage.

2. **CERTIFICATE HOLDER** – Snohomish County is to be listed as certificate holder.

3. **ADDITIONAL INSURED ENDORSEMENT** – Snohomish County, its officers, elected officials, agents and employees are to be listed as Additional Insured.

4. Insurance must be into County Parks or Evergreen State Fair Park Office no later than 30 days prior to event or date specified on contract.

5. Alcohol – If permission is granted, additional $1,000,000 liquor liability coverage must be provided.

DON'T HAVE GENERAL LIABILITY INSURANCE?

Obtain quote through the TULIP Insurance system:  
www.onebeaconentertainment.com

When asked for a Venue ID Code, enter:

- 0495-000 (if on Parks properties other than the Fairgrounds)
- 0495-001 (if at the Evergreen State Fairgrounds)

b. OTHER – Refer to Facility Use Information Sheet

1. **REFUNDS** – If Licensee:
   a) Cancels event 90 days before event dates, a $200 nonrefundable fee will be retained by Evergreen Fair Park.
   b) If event is cancelled 60 days before event, a $500 nonrefundable fee will be retained by Evergreen Fair Park.
   c) If event is cancelled 30 days before event, no money will be refunded to Licensee.

2. **SECURITY** – Licensee is responsible for providing own security; Evergreen State Fair Park does not recommend any agency.

3. **SMOKING** - Smoking is not permitted in or within 25’ of any Fair Park building, arenas or barns.

4. **DOGS / PETS** – Fairgrounds – dogs and pets are not allowed in any building, barn, arena, unless contracted as an integral part of an event. Exceptions, assistance dogs or police dogs in the performance of their duty. Leash Laws apply, owners are to clean up after their animals.

5. **BICYCLES, SKATEBOARDS, ROLLERBLADES, SCOOTERS, SMALL MOTORIZED VEHICLES, ETC.** – Unless noted within the License Agreement or Addendum, and covered under Licensee’s insurance policy, these types of items are not allowed on the Evergreen Fair Park.

6. **RENTAL RATES** – Are subject to any changes which may be enacted and approved by County Administration. Unit cos(s) on billing based on rate schedules in effect at time of event.

7. **INSPECTIONS** – County, State, Governmental, Health, Fire Marshal or Fair Park Inspectors shall be admitted into event at no charge.
APPENDIX B

Amendment # TO WSU MASTER LICENSE AGREEMENT

SNOHOMISH COUNTY PARKS, RECREATION & TOURISM EVERGREEN STATE FAIR PARK ADDENDUM TO WSU LICENSE AGREEMENT

Amendment #:

Event Title:

Event Contact:

Address:

Telephone:

Event Code:

Pursuant to the WSU MASTER LICENSE AGREEMENT for use of SNOHOMISH COUNTY PARK facilities for 4-H Programming dated (the "Master Agreement"), the parties enter into this Amendment to the Master Agreement (which is on-file at the Everett 4-H WSU Extension Office) for the following Event:

Section 1 - SCOPE OF EVENT - Description of event and activities

Activities other than those listed above are to be reviewed with Management to insure compliance with County Regulative Authorities, Risk Management and activities agreed to within the Applicant's facility use request.

Section 2 - EVENT DATES & TIMES

<table>
<thead>
<tr>
<th>Set up / Move In Dates &amp; Hours</th>
<th>Public Event Dates &amp; Hours</th>
<th>Move out Dates &amp; Hours</th>
</tr>
</thead>
</table>

Facility opening and closing times are: Sunday – Thursdays 6:30am-10pm; Friday – Saturday 6:30am-10:30pm. Gates are locked down at 11pm.

Section 3 - FACILITIES, EQUIPMENT & SERVICES

Facilities, Equipment, Services, and Fees Relevant to This Event or Activity

☐ If box is checked, there may be additional attachments to this Amendment including maps denoting assigned event perimeters, parking, and building diagrams for physical set-up layout; or any County Risk, Health, Fire & Tax requirements and codes that may be relevant to this specific event/activity.
Section 4—PROVISIONS OF FACILITY USE

p) **STAGING AND STRUCTURE** – When requested, an event floor plan or layout outlining any temporary structures, staging, booths, etc., shall be provided for County’s review and approval.

q) **SET UP / CLEAN UP**: Unless pre-arranged otherwise, 4-H is responsible for equipment set up, post-event cleaning and racking of equipment, and clean-up of facility used after conclusion of event (wiping down the tables and chairs used, picking up all rabbit fur, sweeping of floors and proper disposal of litter and trash, etc.), or 4-H will be subject to cleanup/service charges.

r) **KEYS** – Facility keys that may be checked out to 4-H must be returned no later than the day after the close of 4-H event. Lost keys or recoding of building locks due to lost keys will be charged to 4-H.

s) 4-H is responsible for providing security for their events.

t) **FEES** may include facility and equipment rental, service charges, damage/loss charges, inspection fees, admissions taxes, Event Host, parking services, etc.

u) **DAMAGES**: Damages or repairs to site or equipment will be billed separately.

v) **CANCELLATIONS**: Contact Fairgrounds no later than Noon on weekdays (or Friday if weekend) if event/activity is cancelled for that day or weekend.

w) **PAYING EVENTS** have priority over non-paying events for dates and facilities. 4-H will receive adequate notice if activity/event has to be relocated to another building or rescheduled to a different date.

x) **CARE AND CONDITION**: Fairgrounds shall provide a clean facility with restrooms stocked, garbage cans lined, and fire extinguishers in place; with representatives on the grounds during the event to assist 4-H as needed.

4-H shall:

- Be responsible for the care and maintenance of the facilities used during the period of use.
- Upon vacation of premises, 4-H shall return premises in as clean and good a condition as when received, less normal wear and tear.
- Be responsible for cleaning up facilities immediately following the conclusion of the scheduled event. Labor and equipment charges will be assessed if Fairgrounds cleans up facilities.
- Not permanently alter or destroy any part of the premises and shall not use nails, hooks, tacks, screws, staples or tape in any part of the buildings. 4-H will be responsible for any reasonable labor and material costs incurred restoring damaged property to its original condition before the event, but only to the extent any such damage to property was caused by the negligent acts or omissions of 4-H, its officers, agents, employees, or registered volunteers acting in good faith and within the scope of their official duties in the performance of this agreement.

y) **TRAFFIC AND PARKING CONTROLS**.

- Public and participant parking allowed only in those areas designated by County.
- **PUBLIC PARKING** – County reserves the right to operate, charge and receive all income from public parking operations. 4-H events where parking is not charged, 4-H may be required to provide parking attendants or County will provide at 4-H expense.
- **PARTICIPANT PARKING** – Participant traffic and parking control is the responsibility of 4-H. If due preparation, care and caution is not demonstrated by 4-H, Fairgrounds reserves the right to provide needed traffic/parking personnel to meet Fairgrounds expectations of traffic, parking and public safety needs. 4-H will be responsible for paying the parking personnel at the Fairgrounds established rate on the final day of the event.
- **SPEED LIMITS** – Observe the Fairgrounds speed limit at all times – 10mph or less dependent upon pedestrian and/or other traffic.
- **SKATEBOARDS, ETC.** – No skate boards, roller skates, bicycles, motorcycles or similar recreational vehicles are allowed on the grounds.
z) **DOGS AND PETS** are not allowed in any fairgrounds facilities nor in any area of the Equestrian Park (Exceptions – Assistant Animals, police dogs in the performance of their duty, or specifically contracted animal shows).

- Show animals must be on leash or in crates at all times unless in actual competition and remain in event area (not roaming around the grounds).
- 4-H is responsible for insuring they or the animal owners clean up after these animals.
- Dogs may be left tethered to owner’s RV or trailer (in the outside RV parking lots), but dogs that cause disruptions must be removed from the fairgrounds (all other animals must be appropriately housed as per the nature of the event).
- 4-H program leaders are asked to set an example and also assist in enforcement of this requirement.
- Service dogs in training are not to enter or disrupt any other event or activity on the grounds unless specific approval is received from each individual show manager.

aa) **COUNTY INSPECTIONS.** County facilities must be available to County, State, and Fairgrounds Management inspections at all times including Insurance, Risk Management, Fire, Safety, and Building Department Representatives.

bb) **GOVERNING LAWS.** 4-H shall comply with all pertinent laws, ordinances, fees and taxes as established by the United States, State of Washington, Snohomish County, and the City of Monroe, including rules and requirements established by Snohomish County, Evergreen State Fairgrounds, Fire Marshal, Risk Management, Health District and Safety Office.

cc) **FOOD & BEVERAGE SERVICES.** County reserves the exclusive right to contract food services on County property, with the County receiving all revenues from these food services.

- For most events/activities, contact Parks or Fairgrounds for a list of contracted food service providers.
- Exception, Star Espresso has the exclusive contract to provide food services within the Evergreen Equestrian Park.

---

**SIGNATURES**

The parties hereby agree to the terms and conditions of this Amendment to the Master Agreement. The parties further acknowledge and agree to the terms and conditions of the Master Agreement and any additional terms and conditions contained in the Licensee’s Application for this Amendment. Should any conflicts exist between the Master Agreement, this Amendment, and the Licensee’s Application, the Master Agreement shall prevail.

---

**4-H LEADER:** The following individual is designated as the contact person and/or 4-H leader for this event/activity, who has reviewed this Amendment and agrees to abide by the conditions and requirements contained therein.

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Print Name:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th>Email Address:</th>
</tr>
</thead>
</table>

---

**SNOHOMISH COUNTY:**

<table>
<thead>
<tr>
<th>Director or Designee</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept of Parks, Recreation, Tourism &amp; Fair Park</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
ROUTING: Once both 4H Leader and Washington State University have signed this Amendment, return to:

☐ SNOHOMISH COUNTY PARKS, RECREATION & TOURISM OFFICE
Emily Scott / 425-388-6627 / emily.scott@snoco.org
6705 Puget Park Drive, Snohomish WA 98296

☐ SNOHOMISH COUNTY EVERGREEN FAIR PARK
Brenda Granstrom / 360-805-6707 / brenda.granstrom@snoco.org
14405 – 179th AVE SE, Monroe WA 98272

A fully executed copy of the Amendment will be returned to the 4H Leader and to the WSU 4-H Extension Office, once signed by the Parks Director or his Designee.

Approved as to form: 2-19, 2020
Snohomish County Deputy Prosecuting Attorney’s Office & Risk Management
Washington State University Contracts Management
APPENDIX C

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

1.0 PURPOSE: This Procedure outlines responsibilities of all parties under any contractual agreement, as defined in Section 3.0, with Snohomish County Parks & Recreation Department in regards to the National Pollutant Discharge Elimination System (NPDES) municipal stormwater permit held by Snohomish County.

2.0 AUTHORITY: A Phase I Municipal Stormwater Permit, was issued to Snohomish County by Washington State Department of Ecology on January 17, 2007 as authorized by the State of Washington Water Pollution Control Law, Chapter 90.48 Revised Code of Washington (RCW), and the Federal Water Pollution Control Act. The permit requires the County to establish procedures that will eliminate, reduce or minimize pollutant discharges to surface waters.

3.0 APPLICABILITY: This Procedure applies to all parties (PART(YMES)) under contractual agreement with Snohomish County Department of Parks & Recreation (PARKS). Contractual agreements covered by this procedure include, but are not limited to, construction contracts, lease agreements, facility license agreements, right-of-entry permits, special use permits, and interlocal and interdepartmental agreements.

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

5.0 ACRONYMS:

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMP</td>
<td>Best Management Practice</td>
</tr>
<tr>
<td>CESCL</td>
<td>Certified Erosion and Sediment Control Lead</td>
</tr>
<tr>
<td>IVIM</td>
<td>Integrated Vegetation Management</td>
</tr>
<tr>
<td>NPDES</td>
<td>National Pollutant Discharge Elimination System</td>
</tr>
<tr>
<td>SCC</td>
<td>Snohomish County Code</td>
</tr>
<tr>
<td>SWM</td>
<td>Surface Water Management</td>
</tr>
<tr>
<td>SWPPP</td>
<td>Stormwater Pollution Prevention Plan</td>
</tr>
</tbody>
</table>

6.0 DEFINITIONS:

6.2 "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, debris; construction materials; petroleum products including but not limited to oil, gasoline, grease, fuel oil or heating oil, antifreeze and other automotive products; metals in either particulate or dissolved form; flammable or explosive materials; radioactive materials; batteries; acids, alkalis, or bases; paints, stains, resins, lacquers, or varnishes; degreasers and solvents; drain cleaners, pesticides, herbicides, or fertilizers, steam cleaning wastes; soaps, detergents, or ammonia; chlorine, bromine, or other disinfectants; heated water; animals wastes, sewage, animal carcasses; food wastes; bark, soils, sediment, rock and other fibrous materials, collected lawn clippings, leaves, or branches; dyes, except as allowed in SCC 7.53.090(11); and wastewater generally by commercial or industrial activities.

6.3 "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.

6.4 "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,
6.5 "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.

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

6.7 "Waters of the state" include those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the state" as defined in Chapter 90.48 ROW 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.

8.1 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. Snohomish County Parks & Recreation will notify the Licensee if an event described on a facilities use application or agreement requires a spill response plan. If needed, a copy must be made available to PARKS at their request. If needed, spill containment and cleanup kits must be readily accessible. All spills shall immediately be reported to PARKS by contacting the Parks NPDES Compliance Officer at (425) 506-8614 and to all appropriate agencies identified in the PARTIES Spill Response Plan.

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