


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 05/11/2015

AGENDA ITEM: Adopt-A-Stream Foundation Land Owner Agreements	
PREPARED BY: Leah Grassl, Surface Water Specialist	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS: 3 original copies of each of the 3 different Land Owner Agreements	
BUDGET CODE: Not Applicable	AMOUNT: \$0.00
SUMMARY:	

The Adopt-A-Stream Foundation (AASF) seeks to use its own grant funds to improve native, natural vegetation for fish and wildlife habitat in three separate parcels of City of Marysville-owned land.

The first of these parcels is in the Hayho Creek Watershed, where AASF plans to restore 4.7 acres of riparian forest along Hayho Creek. The City of Marysville owns a 19-acre parcel that borders 1,356 feet of the right bank of Hayho Creek. This site contains a newly constructed stormwater detention pond that is set back 150 feet from Hayho Creek. AASF will plant the area between the detention facility and the creek creating a 150-foot buffer along entire length of the creek throughout the property. The proposed project will enhance 2.2 acres of the existing riparian buffer by removing invasive blackberries and replacing them with native shrubs and shade-tolerant conifer trees.

The second parcel is the Jennings Memorial Park property along Allen Creek. Allen Creek is surrounded by invasive reed canary grass, with very little native vegetation. The goals of this project are to remove invasive plants and establish riparian buffers of approximately 35 feet using native vegetation. The total planting area will be approximately 1,059sqft. The objective of the planting is to reduce stream water temperature, provide habitat for native fauna, stabilize eroding stream-banks and serve as a long-term source of large woody debris to the system.

The third and final parcel is Northpointe Park along Munson Creek. The goals of this project are to establish riparian buffers of approximately 100 feet wide along each bank and improve water quality for Munson Creek. The objective of the planting is to reduce stream water temperature, provide habitat for native fauna, stabilize the stream bank, and serve as a long-term source or large woody debris to the system.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the three separate Landowner Agreements between the City of Marysville and the Adopt-A-Stream Foundation.

LANDOWNER AGREEMENT

This Landowner Agreement (this "Agreement") dated and effective this _____ is by and between

Landowner: City of Marysville
1049 State Ave,
Marysville, WA 98270

Grantee: The Adopt A Stream Foundation (AASF)
600 128th St. SE
Everett, WA 98208
(425) 316-8592

1. Consent. The signatories to this agreement join in conducting certain restoration activities to benefit water quality and fish habitat on property owned by The City of Marysville in the Allen Creek watershed, Snohomish County, State of Washington. The legal description of the property and a project scope of work are presented in Exhibit A.

2. Access. The Landowner agrees to provide access to employees of AASF (the Grantee) to complete streamside planting and related restoration work with a one (1) week prior notice to the Landowner. The Landowner also agrees to provide access, with a one (1) week notice, to Department of Ecology staff, when accompanied by AASF, to view the site.

The terms of this Agreement will be for a ten (10) year period from the date of final signature. During this period, the Landowner agrees to not intentionally compromise the integrity of the restoration work and project site. The Landowner also agrees to provide reasonable property access to the Grantee to plan, complete, and monitor the long-term condition of the restoration site, and to allow the Grantee to display the site for educational purposes.

3. Agreement Modification/Termination. This Agreement may be modified at any time by mutual written consent by authorized representatives of all the parties.

4. Landowner Rights. This Agreement does not authorize the Grantee to assume jurisdiction over, or any ownership interest in the premises. The Landowner retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

5. Removal of Property. Grantee agrees that it will, upon the conclusion of the project, remove any equipment it installed on the property as a part of the permitted activities, repair any damage to the property that might have been caused with any of the permitted activities, and will return the property to the condition it was in before Grantee's entry onto the property. In the event any materials and/or equipment placed on the property by the Grantee are not removed in a timely manner, the Landowner will have the right to remove such materials and/or equipment and the Grantee agrees to be responsible for the reasonable costs of such removal.

6. Liability. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the city.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically

City of Marysville Sites

Landowner Agreement

4/22/15

and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance. The Adopt A Stream Foundation shall obtain and keep in force during the term of this agreement insurance in no less than the following amounts:

	Comprehensive		
	<u>General Liability</u>	<u>Automobile</u>	<u>Property</u>
Per Occurrence	\$1,000,000	\$2,000,000	\$1,000,000
Aggregate	\$2,000,000	\$1,000,000	\$1,000,000

The Landowner shall be specifically named as an insured in such policy of policies. A certification of insurance questionnaire and endorsement, as required by the landowner, shall be executed and delivered to the landowner at the time of execution of this agreement.

8. Compliance with laws and standards. In carrying out any authorized activities under this agreement, AASF shall comply with all applicable laws of any governmental entity with jurisdiction of the work, including local, state and federal, as applicable. AASF shall further meet accepted industry standards for performance of the work.

9. Permits and Approvals. AASF shall obtain all permits and approvals required by any permitting authority, whether local, state or federal, prior to commencing the work.

10. Agreement Expiration/Termination. Upon expiration or termination of this Agreement, the Landowner assumes full and complete responsibility for all restoration developments made under this Agreement.

11. Reporting. AASF shall make available to the City any reports submitted to Washington State Department of Ecology documenting work on City of Marysville property.

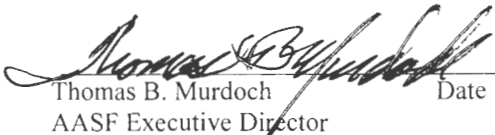
Landowner	Date	 Thomas B. Murdoch AASF Executive Director	Date	4-22-15
-----------	------	--	------	---------

Exhibit A

Scope of Work

1.0 Project Location

-Jennings Park- The 11.4 acre Jennings Park property consists of a public park owned by the City of Marysville. Approximately 4,000 feet of Allen Creek flows throughout the park. The property is located at 6915 Armar Rd, Marysville, WA 98270 you can also access the park at 5504 70th st. NE and 6309 53rd Dr. NE. (Latitude 48.058589, Longitude -122.159644)

The legal descriptions, as listed by Snohomish County Assessor's Parcel database is as follows:

Parcel Number: 00408900000702

CHERRYDALE TRACTS BLK 000 D-02 - LOT 7 LESS W 190FT OF N 110FT OF S1/2AND ALL LOTS 8 & 9

2.0 Current Site Conditions:

Jennings Park is an 11.4-acre property that has Allen Creek flowing through it. Throughout the park the creek is surrounded by invasive reed canary grass, with very little native vegetation. In some areas there are floating mats of reed canary grass making it difficult to get native trees established. The first area of focus is upstream of the large bridge that connects the east and west side of the park. This area is dominated by reed canary grass with a few large deciduous trees. The second area of focus is around Kiwanis Pond, the outflow for this pond flows into Allen Creek. Currently there are very few trees shading the pond. Establishing native trees here may help decrease warm water inputs into Allen Creek.

3.0 Project Goals:

The goals of this project are to remove invasive plants and establish riparian buffers of approximately 35 feet using native vegetation. The total planting area will be approximately 1,059sqft. The objective of the planting is to reduce stream water temperature, provide habitat for native fauna, stabilize eroding stream-banks and serve as a long-term source of large woody debris to the system.

4.0 Landowner responsibilities

- Landowner will provide access to the property for all implementation purposes.
- Landowner will assist with informal monitoring.
- Landowner will assist AASF in maintaining the project for no less than 3 years (see 7.3 AASF responsibilities).
- Landowner will allow access to the planting area by volunteer groups to assist with implementation and maintenance of the project.

5.0 AASF responsibilities

- AASF will coordinate all aspects of the initial invasive plant removal and native planting.
- AASF will coordinate all responsibilities outlined in the grant funding.
- AASF will coordinate with volunteer groups to complete some components of the project

implementation. Work performed by volunteers will consist of planting and invasive removal under the supervision of AASF.

- AASF will secure any necessary permits.
- AASF will maintain the project site as funding allows.

6.0 Activity schedule

- The initial project will occur in spring of 2015 and will consist of site prep and planting.
*Note that these dates are approximate and may shift depending on factors beyond the control of the Grantee

7.0 Maintenance:

7.1 Description

- The site will require some maintenance, especially in regards to plant health.

7.2 Landowner responsibilities

- Landowner will check for plant vigor, and will report problems to AASF promptly. Plant health should be checked on a yearly basis.
- Landowner will suppress invasive plants in planting area. This effort can be made with volunteers, paid labor, or landowner's time.
- Landowner will perform watering as needed, usually annually during the summer months.

7.3 AASF responsibilities

- AASF will provide the landowner with a maintenance plan, which is attached as Exhibit B.
- AASF will replace dead plants in the event of high plant mortality.
- AASF will pursue additional funding opportunities to perform necessary maintenance activities and will be responsible for the majority of maintenance if funding is received.

8.0 Monitoring:

8.1 Description

- Monitoring will consist of monitoring native plant health by photographing the site from established photo points.
- Monitoring photos will be forwarded to Grantee electronically at aasf@streamkeeper.org.

8.2 Landowner responsibilities

- The landowner will be responsible for informal monitoring, including checking on plant health.
- The Landowner will report problems to the Grantee promptly.

8.3 AASF responsibilities

- AASF will set up photo monitoring points.
- AASF will take before and after photos of the project areas during the anticipated grant period.
- AASF will complete all other monitoring activities during the grant period and make all efforts to provide technical assistance as needed after grant activities are completed.

8.4 Schedule

- It is expected that staff from AASF will visit the site at least once within three (3) months following the completion of planting activities.

- AASF will coordinate with Landowner regarding future monitoring and maintenance.

9.0 Funding and Reimbursements

- The planting and initial maintenance of this project is funded primarily through grants and in-kind services awarded to AASF. Maintenance in year(s) 2015 will be funded or otherwise coordinated by the landowner. AASF will make all efforts to assist the landowner in accomplishing maintenance activities as needed as the new riparian buffer matures.

EXHIBIT B
PROJECT MAINTENANCE GUIDELINES

LANDOWNER MAINTENANCE of PLANTING

- **Native plant maintenance**
 - The native plants will require **moisture** in the hot summer months. Provide water to the plants one to two times per week during the hot summer months.

- **Invasive plant suppression**
 - **Some blackberry shoots** are expected to return. Dig these out by the roots twice per year. (It's easiest when the ground is wet.)
 - Patches of **reed canary grass** are present on the site. Native plants will be installed in the reed canary grass patches. As the native plants grow, they will shade out the reed canary grass. Keep the reed canary grass shorter than the native plants until the native plants get taller (approximately the first 3 years). This can be accomplished by stomping down the reed canary grass in a two-foot circle around the native plant or by weed whacking a 2-foot circle around the plant.

LANDOWNER AGREEMENT

This Landowner Agreement (this "Agreement") dated and effective this ____ day of _____ is by and between

Landowner: City of Marysville
1049 State Ave,
Marysville, WA 98270

Grantee: The Adopt A Stream Foundation (AASF)
600 128th St. SE
Everett, WA 98208
(425) 316-8592

1. Consent. The signatories to this agreement join in conducting certain restoration activities to benefit water quality and fish habitat on property owned by The City of Marysville in the Allen Creek watershed, Snohomish County, State of Washington. The legal description of the property and a project scope of work are presented in Exhibit A.

2. Access. The Landowner agrees to provide access to employees of the Grantee to complete streamside planting and related restoration work with a one (1) week prior notice to the Landowner. Confirmed notices to the Landowner consist of contact of the specified City of Marysville Staff by AASF followed by a subsequent response by City Staff in the affirmative. The specified City Staff for contact are the City Park Maintenance Manager and the Surface Water Specialist. Currently these position contacts are as follows: Mike Robinson 360-363-8406 and Matthew Eyer 425-503-6835 respectively. The Landowner also agrees to provide access, with a one (1) week notice, to Department of Ecology staff, when accompanied by the Grantee, to view the site. Landowner agrees to provide reasonable access to employees of AASF to perform required project maintenance work as presented in Exhibit B.

AASF shall place a sign in close proximity to work areas at all times work is occurring on site to inform citizens. The sign used is subject to approval by City Staff.

The terms of this Agreement will be for a ten (10) year period from the date of final signature. During this period, the Landowner agrees to not intentionally compromise the integrity of the restoration work and project site. The Landowner also agrees to provide reasonable property access to the Grantee to plan, complete, and monitor the long-term condition of the restoration site, and to allow the Grantee to display the site for educational purposes.

3. Agreement Modification/Termination. This Agreement may be modified at any time by mutual written consent by authorized representatives of all the parties. Any party may seek termination of this Agreement by providing notice in writing to the other parties that it desires the Agreement to be terminated. Such termination shall be effective thirty (30) days after authorized representatives of all parties have agreed in writing to such termination.

4. Landowner Rights. This Agreement does not authorize AASF assume jurisdiction over, or any ownership interest in the premises. The Landowner retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

5. Removal of Property. Grantee agrees that it will, upon the conclusion of the project, remove any equipment it installed on the property as a part of the permitted activities, repair any damage to the property that might have been caused with any of the permitted activities, and will return the property to the condition it was in before AASF's entry onto the property. In the event any materials and/or equipment placed on the property by AASF are not removed in a timely manner, the Landowner will have the right to remove such materials and/or equipment and AASF agrees to be responsible for the reasonable costs of such removal.

6. Liability. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and

volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance. The Adopt A Stream Foundation shall obtain and keep in force during the term of this agreement insurance in no less than the following amounts:

	Comprehensive		
	<u>General Liability</u>	<u>Automobile</u>	<u>Property</u>
Per Occurrence	\$1,000,000	\$2,000,000	\$1,000,000
Aggregate	\$2,000,000	\$1,000,000	\$1,000,000

The Landowner shall be specifically named as an insured in such policy of policies. A certification of insurance questionnaire and endorsement, as required by the landowner, shall be executed and delivered to the landowner at the time of execution of this agreement.

8. Compliance with laws and standards. In carrying out any authorized activities under this agreement, AASF shall comply with all applicable laws of any governmental entity with jurisdiction of the work, including local, state and federal, as applicable. AASF shall further meet accepted industry standards for performance of the work.

9. Permits and Approvals. AASF shall obtain all permits and approvals required by any permitting authority, whether local, state or federal, prior to commencing the work.

10. Agreement Expiration/Termination. Upon expiration or termination of this Agreement, the Landowner assumes full and complete responsibility for all restoration developments made under this Agreement.

11. Reporting. AASF shall make available to the City any reports submitted to Washington State Department of Ecology documenting work on City of Marysville property.

_____ Landowner _____ Date  4-22-15
 _____ Date Thomas B. Murdoch AASF Executive Director

Exhibit A Scope of Work

1.0 Project Location.

-Northpointe Park- The 24 acre Northpointe Park property consists of a public park owned by the City of Marysville. Within the park is Munson Creek, which is a tributary to Allen Creek. The property is located at 7201 70th St. NE you can also access the park from 71st AVE NE. (Latitude 48.058383, Longitude -122.132773)

The legal description, as listed by Snohomish County Assessor's Parcel database is as follows:

Parcel Number: 00828200099900

NORTHPOINTE DIV 3 BLK 000 D-00 - TRACT B (DRAINAGE AREA & DETENTION PONDS) LESS FDP; BEG NW COR LOT 7 NORTHPOINTE DIV 1 TH N65*45 32E ALG N LN SD LOT 7 60FT TAP ON W LN OF LOT 4 NORTHPOINTE DIV 1 THN24*14 28W ALG W LN OF SD LOT 4 110FT TO MOST WLY COR SD LOT 4 TH S04*22 10W 125.30FT TO POB PER CITY MAR BLA #96-003 REC AF NO 9607295001

2.0 Current Site Conditions:

Northpointe Park is a 24-acre property that has Munson Creek running through it. The southern end of the park is surrounded by housing developments with backyards bordering the park. The northern end of the park has fewer homes along park boundaries. Munson Creek flows under 67th St. NE and enters Northpointe Park. The upstream (southern) habitat is made up of a mature deciduous forest and has an understory made up of invasive blackberry and nightshade. The downstream end of the park varies greatly compared to the upstream portion. The downstream (northern) end of the park has very little in terms of vegetation and canopy cover and is primarily made up of invasive reed canary grass and Himalayan blackberry. Munson Creek flows under the Northpointe Park Trail before it heads to the Northwest and under 71st AVE NE.

3.0 Project Goals:

The goals of this project are to establish riparian buffers of approximately 100 feet wide along each bank and improve water quality for Munson Creek. The objective of the planting is to reduce stream water temperature, provide habitat for native fauna, stabilize the stream bank, and serve as a long-term source or large woody debris to the system. The establishment of native plants will reduce the presence invasive plants over time by shading them out.

4.0 Landowner responsibilities

- Landowner will provide access to the property for all implementation purposes
- Landowner will assist with informal monitoring.
- Landowner will assist AASF in maintaining the project for no less than 3 years (see 7.3 AASF responsibilities).
- Landowner will allow access to the planting area by volunteer groups to assist with implementation and maintenance of the project.

5.0 Grantee responsibilities

- AASF will coordinate all aspects of the initial invasive plant removal and native planting.
- AASF will coordinate all responsibilities outlined in the grant funding
- AASF will coordinate with volunteer groups to complete some components of the project implementation. Work performed by volunteers will consist of planting and invasive removal under the supervision of AASF
- AASF will secure any necessary permits.
- AASF will maintain the project site as funding allows.
-

6.0 Activity scheduled

- The initial project will start in spring of 2015 and will consist of site prep. and planting.

*Note that these dates are approximate and may shift depending on factors beyond the control of the Grantee.

7.0 Maintenance:

7.1 Description

- The site will require some maintenance especially in regards to plant health.

7.2 Landowner responsibilities

- Landowner will check for plant vigor, and will report problems to AASF promptly. Plant health should be checked on a yearly basis.
- Landowner will suppress invasive plants in planting area, and make an effort to water plants during the driest months of the first three summers. This effort can be made with volunteers, paid labor, or landowner's time.
- Landowner will perform watering as needed, usually annually during the summer months.

7.3 AASF responsibilities

- Grantee will provide the landowner with a maintenance plan, which is attached as Exhibit B.
- AASF will replace dead plants in the event of high mortality
- AASF will pursue additional funding opportunities to perform necessary maintenance activities and will be responsible for the majority of maintenance if funding is received.

8.0 Monitoring:

8.1 Landowner responsibilities

- The landowner will be responsible for informal monitoring, including checking on plant health.
- The Landowner will report problems to the Grantee promptly.

8.2 AASF responsibilities.

- AASF will set up photo monitoring points
- AASF will take before and after photos of the project areas during the anticipated grant period.
- AASF will complete all other monitoring activities during the grant period and make all efforts to provide technical assistance as needed after grant activities are completed.

8.3 Schedule

- It is expected that staff from AASF will visit the site at least once within three (3) months following the completion of planting activities
- AASF will coordinate with Landowner regarding future monitoring and maintenance.

9.0 Funding and Reimbursements:

- The planting and initial maintenance of this project is funded primarily through grants and in-kind services awarded to AASF. Maintenance in year(s) 2018 will be funded or otherwise coordinated by the landowner. AASF will make all efforts to assist the landowner in accomplishing maintenance activities as needed as the new riparian buffer matures.

EXHIBIT B
PROJECT MAINTENANCE GUIDELINES

Planting Project

LANDOWNER MAINTENANCE

Native plant maintenance

- The native plants will require moisture in the hot summer months. Provide water to the plants one to two times per week during the hot summer months.

Invasive plant suppression (AASF will complete until June 2017)

- Some blackberry shoots are expected to return. Dig these out by the roots twice per year. (It's easiest when the ground is wet)
- Patches of reed canary grass are present on the site. Native plants will be installed in the reed canary grass patches. As the native plants grow, they will shade out the reed canary grass. Keep the reed canary grass shorter than the native plants until the native plants get taller (approximately the first 3 years). This can be accomplished by stomping down the reed canary grass in a two-foot circle around the native plant or by weed whacking a two-foot circle around the plant.

LANDOWNER AGREEMENT

This Landowner Agreement (this "Agreement") dated and effective this ____ day of _____ is by and between

Landowner: City of Marysville
1049 State Ave,
Marysville, WA 98270

Grantee: The Adopt A Stream Foundation (AASF)
600 128th St. SE
Everett, WA 98208
(425) 316-8592

1. Consent. The signatories to this agreement join in conducting certain restoration activities to benefit water quality and fish habitat on property owned by The City of Marysville in the Hayho Creek watershed, Snohomish County, State of Washington. The legal description of the property and a project scope of work are presented in Exhibit A.

2. Access. The Landowner agrees to provide access to employees of the Grantee to complete streamside planting and related restoration work with a one (1) week prior notice to the Landowner. Confirmed notices to the Landowner consist of contact of the specified City of Marysville Staff by AASF followed by a subsequent response by City Staff in the affirmative. The specified City Staff for contact are the City Park Maintenance Manager and the Surface Water Specialist. Currently these position contacts are as follows: Mike Robinson 360-363-8406 and Matthew Eyer 425-503-6835 respectively. The Landowner also agrees to provide access, with a one (1) week notice, to Department of Ecology staff, when accompanied by the Grantee, to view the site. Landowner agrees to provide reasonable access to employees of AASF to perform required project maintenance work as presented in Exhibit B.

AASF shall place a sign in close proximity to work areas at all times work is occurring on site to inform citizens. The sign used is subject to approval by City Staff.

The terms of this Agreement will be for a ten (10) year period from the date of final signature. During this period, the Landowner agrees to not intentionally compromise the integrity of the restoration work and project site. The Landowner also agrees to provide reasonable property access to the Grantee to plan, complete, and monitor the long-term condition of the restoration site, and to allow the Grantee to display the site for educational purposes.

3. Agreement Modification/Termination. This Agreement may be modified at any time by mutual written consent by authorized representatives of all the parties. Any party may seek termination of this Agreement by providing notice in writing to the other parties that it desires the Agreement to be terminated. Such termination shall be effective thirty (30) days after authorized representatives of all parties have agreed in writing to such termination.

4. Landowner Rights. This Agreement does not authorize AASF assume jurisdiction over, or any ownership interest in the premises. The Landowner retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

5. Removal of Property. Grantee agrees that it will, upon the conclusion of the project, remove any equipment it installed on the property as a part of the permitted activities, repair any damage to the property that might have been caused with any of the permitted activities, and will return the property to the condition it was in before AASF's entry onto the property. In the event any materials and/or equipment placed on the property by AASF are not removed in a timely manner, the Landowner will have the right to remove such materials and/or equipment and AASF agrees to be responsible for the reasonable costs of such removal.

6. Liability. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and

volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance. The Adopt A Stream Foundation shall obtain and keep in force during the term of this agreement insurance in no less than the following amounts:

	<u>Comprehensive</u>		
	<u>General Liability</u>	<u>Automobile</u>	<u>Property</u>
Per Occurrence	\$1,000,000	\$2,000,000	\$1,000,000
Aggregate	\$2,000,000	\$1,000,000	\$1,000,000

The Landowner shall be specifically named as an insured in such policy of policies. A certification of insurance questionnaire and endorsement, as required by the landowner, shall be executed and delivered to the landowner at the time of execution of this agreement.

8. Compliance with laws and standards. In carrying out any authorized activities under this agreement, AASF shall comply with all applicable laws of any governmental entity with jurisdiction of the work, including local, state and federal, as applicable. AASF shall further meet accepted industry standards for performance of the work.

9. Permits and Approvals. AASF shall obtain all permits and approvals required by any permitting authority, whether local, state or federal, prior to commencing the work.

10. Agreement Expiration/Termination. Upon expiration or termination of this Agreement, the Landowner assumes full and complete responsibility for all restoration developments made under this Agreement.

11. Reporting. AASF shall make available to the City any reports submitted to Washington State Department of Ecology documenting work on City of Marysville property.

 Landowner _____ Date _____
 Thomas B. Murdoch _____ 11-22-15
 AASF Executive Director _____ Date

Exhibit A

Scope of Work

1.0 Project Location.

The legal description, as listed by Snohomish County Assessor's Parcel database is as follows:

Parcel Number: 31053300300100

SEC 33 TWP 31 RGE 05 RT-14) E1/2 NE1/4 SW1/4 LESS ESE DITCH DD NO 5 AF NO. 236006

2.0 Current Site Conditions:

The Adopt A Stream Foundation (AASF) plans to improve water quality in Quilceda Creek by restoring 4.7 acres of riparian forest along Hayho Creek, a tributary to the Middle Fork of Quilceda Creek in the City of Marysville, WA.

The City of Marysville owns a 19-acre parcel that borders 1,356.3 feet of the right bank of Hayho Creek. This site contains a newly constructed stormwater detention pond that is set back 150 feet from Hayho Creek. The City has agreed to let AASF plant the area between the detention facility and the creek creating a 150-foot buffer along entire length of the creek throughout the property. The existing forested buffer varies in width and health. The width of the existing buffer is as little as 35' in some places with invasive blackberries dominating the perimeter. Invasive blackberries also occur sporadically throughout the buffer.

3.0 Project Goals:

The proposed project will enhance 2.2 acres of the existing riparian buffer by removing invasive blackberries and replacing them with native shrubs and shade-tolerant conifer trees. In addition to enhancing the existing buffer we will also be expanding the buffer by adding 2.5 acres of new riparian forest widening the buffer to a width of 150 feet for the entire length of the stream. This project will result in a wide and robust forested riparian buffer, which should lower water temperatures, decrease bacterial levels and improve overall dissolved oxygen levels within the system.

4.0 Landowner responsibilities

- Landowner will provide access to the property for all implementation purposes
- Landowner will assist with informal monitoring.
- Landowner will assist AASF in maintaining the project for no less than 3 years (see 7.3 AASF responsibilities).
- Landowner will allow access to the planting area by volunteer groups to assist with implementation and maintenance of the project.

5.0 Grantee responsibilities

- AASF will coordinate all aspects of the initial invasive plant removal and native planting.
- AASF will coordinate all responsibilities outlined in the grant funding
- AASF will coordinate with volunteer groups to complete some components of the project implementation. Work performed by volunteers will consist of planting and invasive removal under the supervision of AASF
- AASF will secure any necessary permits.
- AASF will maintain the project site as funding allows.
-

6.0 Activity scheduled

- The initial project will start in spring of 2015 and will consist of site prep. and planting.
- *Note that these dates are approximate and may shift depending on factors beyond the control of the Grantee.

7.0 Maintenance:

7.1 Description

- The site will require some maintenance especially in regards to plant health.

7.2 Landowner responsibilities

- Landowner will check for plant vigor, and will report problems to AASF promptly. Plant health should be checked on a yearly basis.

- Landowner will suppress invasive plants in planting area, and make an effort to water plants during the driest months of the first three summers. This effort can be made with volunteers, paid labor, or landowner's time.
- Landowner will perform watering as needed, usually annually during the summer months.

7.3 AASF responsibilities

- Grantee will provide the landowner with a maintenance plan, which is attached as Exhibit B.
- AASF will replace dead plants in the event of high mortality
- AASF will pursue additional funding opportunities to perform necessary maintenance activities and will be responsible for the majority of maintenance if funding is received.

8.0 Monitoring:

8.1 Landowner responsibilities

- The landowner will be responsible for informal monitoring, including checking on plant health.
- The Landowner will report problems to the Grantee promptly.

8.2 AASF responsibilities.

- AASF will set up photo monitoring points
- AASF will take before and after photos of the project areas during the anticipated grant period.
- AASF will complete all other monitoring activities during the grant period and make all efforts to provide technical assistance as needed after grant activities are completed.

8.3 Schedule

- It is expected that staff from AASF will visit the site at least once within three (3) months following the completion of planting activities
- AASF will coordinate with Landowner regarding future monitoring and maintenance.

9.0 Funding and Reimbursements:

- The planting and initial maintenance of this project is funded primarily through grants and in-kind services awarded to AASF. Maintenance in year(s) 2018 will be funded or otherwise coordinated by the landowner. AASF will make all efforts to assist the landowner in accomplishing maintenance activities as needed as the new riparian buffer matures.

EXHIBIT B PROJECT MAINTENANCE GUIDELINES

Planting Project

LANDOWNER MAINTENANCE

Native plant maintenance

- The native plants will require moisture in the hot summer months. Provide water to the plants one to two times per week during the hot summer months.

Invasive plant suppression (AASF will complete until June 2017)

- Some blackberry shoots are expected to return. Dig these out by the roots twice per year. (It's easiest when the ground is wet)
- Patches of reed canary grass are present on the site. Native plants will be installed in the reed canary grass patches. As the native plants grow, they will shade out the reed canary grass. Keep the reed canary grass shorter than the native plants until the native plants get taller (approximately the first 3 years). This can be accomplished by stomping down the reed canary grass in a two-foot circle around the native plant or by weed whacking a two-foot circle around the plant.