



ORGANIZATION VOLUNTEER AGREEMENT FOR

Garden at Animal Acres Park

This Organization Volunteer Agreement for Garden at Animal Acres Park (the “Agreement”) is made and entered into between the City of Lake Forest Park, hereinafter called the “City,” and the WSU Extension King County Master Gardener Program, hereinafter called the “Organization.”

The City authorizes the Organization to participate in maintenance activities for the Garden at Animal Acres Park identified in the attached Scope of Work in accordance with the following terms and conditions:

I. The Organization agrees to the following:

1. Conduct activities in a safe manner and comply with any conditions as may be required by the City for the safety of the participants.
2. Assign a leader for the garden who will coordinate with the City to carry out the Scope of Work. The leader shall have a copy of this agreement and the Scope of Work.
3. Participants under eighteen (18) years old, minors, must be accompanied by parent or guardian participating in activities related to the garden.
4. Prior to work being performed, distribute and collect from volunteers the City’s Agreement for Individual Volunteer Services for Volunteers (Adults and Minors) and return to the City within 3 days of work being performed.
5. Coordinate with the City to carry out the Scope of Work during regular business hours. One week notice is required to request materials or tools.
6. Call 911 (Police/Fire Emergency) in the event of any emergency during garden maintenance.
7. Inform participants to not pick up syringes; hypodermic needles; broken glass; exceptionally large, heavy, or unwieldy objects; or any other hazardous items.
8. Submit a work order to the City’s Public Works Department to remove any large or hazardous objects.
9. Provide the City with a roster of individual participants (on City form) monthly with volunteer hours.
10. Report any injuries sustained by participants during garden activities to the City immediately upon notification. Notice will be provided on the Incident/Accident Report Form furnished by the City.
11. Return any furnished materials by the City to the City within three (3) working days of garden maintenance activities.
12. Ensure participants that use hand tools receive a tool safety briefing before work begins.
13. Power tools may be used to maintain the trellis and raised beds identified in this Scope of Work. Power tools may not be used for other activities including maintenance and yard care. Power tools may only be used by adults (age 18 and over) that are competent and experienced with the power tools being used. Protective clothing and equipment will be used in accordance with the power tool manufacturer guidelines. Protective equipment likely includes eye protection, ear protection, gloves, long sleeves, and closed toe footwear. A safety briefing will be provided by the Organization prior to power tool use.
14. Inform participants of their responsibility to wear closed toe shoes, long sleeves, necessary eye protection or safety glasses, and work gloves.
15. None of the group is to be or appear to be under the influence of any drugs or alcohol while performing volunteer service.
16. Have a first aid kit available at the site and at least one person with a valid first aid training present.



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17. The work performed will be limited to the activities identified in the Scope of Work, and the Organization will provide any training needed for participants to perform the Scope of Work.
18. The Scope of Work may not be modified without prior written consent of the City and Organization.

II. The City agrees to the following:

1. Provide materials and equipment necessary for the Organization to perform the activities identified in the Scope of Work.
2. When notified by the Organization, remove large or hazardous objects from the work area, Public Works will do this as time allows.
3. The City will not hold the Organization responsible for inadvertent incidental damage associated with carrying out the Scope of Work.

III. Insurance and Indemnification

The Organization is responsible for directly supervising the activities of all of the individuals in the group who will be performing volunteer work as part of this Agreement. As part of its responsibility for performing services on City property, the Organization agrees to:

1. a. Procure and maintain for the duration of this Agreement valid liability insurance as follows:
Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and the City shall be named as an additional insured under the Organization's Commercial General Liability insurance policy.

Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

- b. Provide proof of valid insurance to the City before work begins.
- c. The Organization's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Organization to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- d. The Organization's insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Organization's insurance and shall not contribute with it.
- e. If the Organization maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Organization, irrespective of whether such limits maintained by the Organization are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Organization.

2. Defend, indemnify and hold harmless the City and its officials, employees and agents from any damage claim or lawsuit for injury, illness, damage or other loss of any kind to anyone, including members of the Organization, that might arise out of the activities under this Agreement or the actions of any individuals of the Organization under this Agreement, except for injuries or damages caused by the negligence of the City.



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3. Assumes all risks of property damage, injury, illness or death in any way associated with the Organization's volunteers' attendance at or participation in any volunteer work or activities under this Agreement, except for those damages, injuries, illnesses or death resulting from the City's negligence.

IV. Term and Termination

The term of this agreement shall begin on October 23, 2025 and expires on December 31, 2027. This agreement may be terminated by the City or the Organization on 30-day prior written notice.

V. General Provisions

1. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.
2. Waiver. Failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party.
3. Entire Agreement. This Agreement contains and represents the entire agreement between the parties, and supersedes all prior agreements, representations, understandings or discussions, oral or written, express or implied, with respect to the subject matter hereof. No other agreement, representation, discussion or understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties thereto, or modify this Agreement except pursuant to binding, written amendment as provided above.
4. No Third Party Beneficiaries: There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.
5. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
6. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The City and the Organization agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

City of Lake Forest Park

WSU on behalf of the King County Extension
Master Gardener Program

Tom French, Mayor

Date _____

Date _____



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Approved- Kim Adams Pratt, City Attorney

Date _____



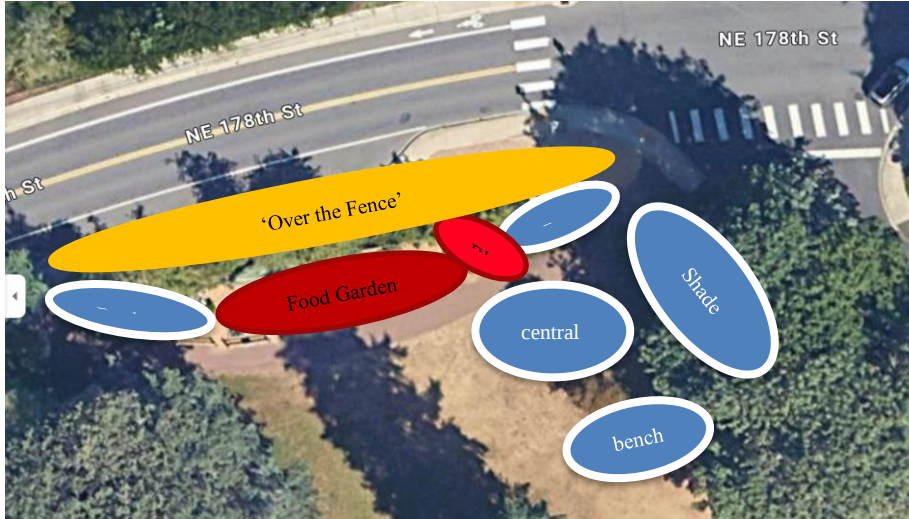
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2025-2027 Scope of Work for King County Extension Master Gardener Program

Project Description

The Organization will maintain and replant the ten raised beds and six landscaped/designated pollinator gardens of the Garden area, currently located at Animal Acres Park: 17435 Brookside Blvd NE, Lake Forest Park, WA 98155.



To do this, the Organization will:

- Continue to reestablish the compost bin for composting yard waste.
- Produced compost will be used in the raised beds and adjacent planting areas.
- Maintain the landscaped areas adjacent to the beds. Trees and other large plants will not be planted without prior written approval from the City.
- Rebuild the raised beds when needed, using materials that can tolerate long-term contact with soil and moist conditions. Cedar or equal lumber is required. Galvanized hardware is required.
- Maintain the trellis using commonly accepted building principles. Cedar or equal lumber is required. Galvanized hardware is required.
- Amend the soil in the raised beds and adjacent planting areas as needed.
- Remove weeds, prune vegetation and water plants as needed.
- Trash and Yard Debris will be collected and placed in an agreed upon location between the City and the Organization for disposal by the City.
- With one week notice by the Organization, the City will provide hand tools, tarps and bags as needed to perform this work.
- The Organization will maintain the irrigation system for the raised beds and adjacent landscaped areas. The City will ensure that a backflow device is working properly between the irrigation system and the water main. The irrigation system schedule will be on an automatic valve timer that does not water the area more than twice a day for 45 minutes or less each water session. The Organization will maintain the proposed irrigation system for the duration of the agreement. The City may adjust the automatic valve timer at its discretion with prior written notice to the



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Organization. The City reserves the right to turn off, remove and/or repair the irrigation system at its discretion with notice to the Organization.

Volunteer Recruitment

The parties acknowledge that the Organization also recruits volunteers from the ongoing park volunteer project with partnering Lake Forest Park organizations and partners.

Planned Hours to work/Schedule for year

Organization events associated with this work will occur on two Saturday mornings and at least two weekdays each month during the spring, summer and fall. If additional work is needed the schedule will be adjusted accordingly.

Organization Project Contact:

Extension Master Gardener Program

King.mg@wsu.edu

425-738-0109

The Extension Master Gardener Program will designate a lead contact, whose name will be made available to the garden leadership and the City. This designated person will coordinate all gardener volunteer efforts with the City, keep track of volunteer hours, and submit any necessary paperwork and recordkeeping for the City.