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King County

RE060

Execute in duplicate and return one copy to:

KING COUNTY DEPARTMENT OF TRANSPORTATION
Transit Division, Real Estate Section
201 S. Jackson Street, M/S KSC-TR-0431
Seattle, Washington 98104-1598

L I C E N S E

THE KING COUNTY DEPARTMENT OF TRANSPORTATION, hereinafter "County," hereby authorizes the temporary use of the following Park-and-Ride lot by the **CITY OF WOODINVILLE** hereinafter "Licensee," on the following dates and times:

Places:	**WOODINVILLE PARK & RIDE - 140th Ave NE & NE 179th St.**
Dates/Times:	**Friday and Saturday May 9,10,2008 and Friday and Saturday, September 5,6,2008 Times are 7:00PM on Fridays for Setup until 6:00PM on Saturdays**
Purpose:	**2008 Spring and Fall Recycling Event**

PLEASE SET UP CONTAINERS ON FRIDAY, BEFORE EVENT, AFTER 7:00pm - NO EXCEPTIONS

The following conditions apply to said use:

1. Licensee's use of the County facility is limited to the days and times set forth above and in accordance with the directions of a Metro Transit Service Supervisor.

a. Licensee shall cover the ground with tarps or other covering, as necessary, to protect the surface from oils, petrochemicals, pollutants, and hazardous waste materials.

b. Licensee shall provide appropriate containers for the collection of materials for recycling purposes.

c. Rubber cleats must be installed on all steel tracked equipment used in the park & ride lot to protect the pavement.

d. All steel containers used for collection should be placed on plywood to protect the pavement. Recycled materials should also be placed on plywood or directly inside the containers.

2. Licensee shall be solely responsible for providing traffic control personnel to staff the event, and with the direction of a Metro Transit Service Supervisor, direct the traffic of the location of commuter and disabled parking in the park & ride lot if necessary.

3. Licensee shall assume responsibility for litter clean-up associated with its use and leave each site clean and free of all materials brought to the site by Licensee and the public participating in the activity or event.

4. Licensee must apply to the County for any changes to submitted schedule 48 hours in advance.

5. Permission to use the facilities is revocable, if the County, at its sole discretion, determines that this use of the facilities conflicts with normal transit operations, or if the use is not conducted in accordance with the conditions herein set forth.

6. Indemnification: To the fullest extent permitted by law, it is expressly agreed and understood that Licensee shall indemnify, defend and hold harmless King County, its appointed and elected officials, and employees (individually), each an "Indemnified Party" and collectively, the "Indemnified Parties") from and against any and all claims, liability, damages, losses and causes of actions, arising out of or resulting from Licensee's exercise of rights and privileges granted by this License, ("Indemnity Claims").

(1) Licensee shall promptly dispose of Indemnity claims, defend all lawsuits and similar proceedings filed against an Indemnified party on the account of Indemnity Claims, and pay all awards and judgements rendered against an Indemnified Party in connection therewith including, but not limited to, attorneys fees and costs. Licensee expressly acknowledges and agrees that if Indemnity Claims are caused or alleged to be caused in part by a joint or concurrent negligent act (either active or passive) or omission by an Indemnified Party, Licensee shall indemnify, hold harmless and defend such Indemnified Party from such Indemnity Claims. In no event shall Licensee be obligated to indemnify an Indemnified Party for Indemnity Claims that arise out or result from the sole negligence or willful misconduct of such Indemnified party or those for whose acts the Indemnified Party may be responsible or liable.

(2) For the sole purpose of effecting the indemnification obligations hereunder and not for the benefit of Licensee's employees or any third parties unrelated to the Indemnified Parties, Licensee specifically and expressly waives any immunity that may be granted Permittee under Washington State Industrial Insurance Act, RCW Title 51. Further the indemnification

obligations hereunder shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable to or for any third party under any worker compensation acts, disability benefit acts or other employee benefit acts.

7. Insurance: **Licensee shall make no use of the premises until Licensee has obtained policies of insurance as follows:**

(1) Commercial General Liability Insurance at least as broad as ISO form CG 00 01, 11-88 ed., with limits of not less than One Million dollars ($1,000,000) per occurrence and for those policies with an aggregate limit, not less than a $2,000,000 aggregate; and

(2) Commercial Automobile Liability Insurance at lease as broad as ISO form CA 00 01, 12 90 ed. covering all vehicles operated under the terms of this agreement with limits of liability not less than One Million Dollars ($1,000,000) per occurrence; and,

(3) Licensee must obtain Workers' Compensation insurance in the amount and type required by law.

Insurance shall be written on an occurrence form by insurers with a Best's rating of at least A-VII. Exceptions must be approved by the County.

Such policies shall include or be endorsed to include the County, its officers, agents and employees as additional insureds. Such insurance shall contain "severability of interest" (cross liability) wording and shall be primary to and not contributing with any insurance or self-insurance which may be carried by the County.

The above insurance requirements may be met by self-insurance if Licensee is a governmental agency or school district. In such an event, Licensee shall provide Licensor with a letter stating that it is self-insured and that the activities which are the subject of this license are within the coverage of Licensee's self-insurance program.

Prior to making any use of the premises, Licensee shall provide to the County certificates of insurance and endorsements, reflecting full compliance with the requirements hereinabove set forth. Said certificates shall provide for not less than thirty (30) days advance written notice to King County in the event of cancellation or material change in the policies or insurance required.

(8) Nondiscrimination: Licensee, including Licensee's personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree:

(1) that no person on the grounds of creed, race, color, sex, age, national origin or the presence of any sensory, mental or physical handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities and the premises; and

(2) that licensee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation. Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above non-discrimination covenants, King County shall have the right to terminate the permit and to re-enter and repossess said premises and the facilities thereon, and hold the same as if said permit had never been made or issued.

9. Termination: County reserves the right to terminate this License for any reason by giving the Licensee thirty (30) days written notice of said termination.

Dated this 2nd day of April, 2008.

ACCEPTED FOR KING COUNTY DEPT. OF TRANSPORTATION

BY: Jay Amie
for Susan Stewart, Supervisor
Transit Real Estate

ACCEPTED AND APPROVED FOR: CITY OF WOODINVILLE

BY: [illegible]
Signature)

17301 133rd Ave NE
Woodinville, WA 98072
(Address)

City Manager
(Title)

G:RE060