



**King County**

Facilities Management Division  
Real Estate Services Section  
King County Administration Building  
500 Fourth Avenue Room 830  
Seattle, WA 98104  
Permits 206-477-9350, FAX 206-296-0196

**SPECIAL USE PERMIT  
Use of County Owned Property**

<b>PERMIT NUMBER:</b> SUPS18-0070		<b>DATE:</b> 10/11/2018	
<b>PERMITEE:</b>			
CITY OF SEATTLE - Lise Ward ACTING THROUGH ITS DEPT. OF PARKS + RECREATION 800 MAYNARD STREET SOUTH SUITE 300 SEATTLE, WA 98134			
DAY PHONE: (206)733-9106		OTHER PHONE:	FAX:
LISE WARD - CONTACT - lise.ward@seattle.gov			
<b>PURPOSE:</b>			
TO OPERATE AND MAINTAIN RECREATIONAL IMPROVEMENTS, UTILIZE PROPERTY FOR PARK RELATED USES.			
*RENEWAL S-37-98, S-130-00 UNEXECUTED, S-235-06 & SUPS15-0131 UNEXECUTED & SUPS17-0074			
<b>LEGAL DESCRIPTION:</b>			
Primary	1/4	Sec	Twp
Yes	NE	32	24
Rge		Account No	
4		732790-1195	
Kroll Page		78	
Legal Description: RIVER PARK ADD LOTS 1 THRU 9 & 48 TGW W 9 FT OF LOTS 10 & 47 & VAC ST ADJ TGW LOTS 1 THRU 9 & 47 - 48 BLK 22 & POR VAC ST ADJ			
<b>EXPIRATION:</b> This permit shall not be valid for more than 1 Year & expires on the <u>30th</u> day of October, 2019.			
<b>Administrative Fee (New or Renewal)</b>		<b>Bond/Insurance Amount</b>	
\$500.00		\$1,000,000.00	
PERMITEE MUST NOTIFY STEVE RIZIKA AT: 206-477-2083 AT LEAST 72 HOURS PRIOR TO PERFORMING ANY WORK AND IMMEDIATELY UPON COMPLETION			
Issued By: <u>Aaron Halley</u> Phone: <u>206-477-9366</u>			
By this permit King County authorizes the use of the above described property:			
<b>Custodial Approval:</b>		<b>Anthony O. Wright, Director</b>	Date: <u>11/01/18</u>
		<b>Facilities Management Division</b>	
<b>Real Estate Services Approval:</b>			Date: <u>11/8/18</u>
The Permittee agrees to comply with the terms and conditions contained herein.			
<b>SEE REVERSE SIDE FOR TERMS AND CONDITONS.</b>			
<b>Signature of Permittee:</b>			Date: <u>October 30, 2018</u>
		CHRISTOPHER WILLIAMS, INTERIM SUPERINTENDENT	

NOTE: Permit not valid without all necessary signatures and expiration date.  
King County Code 14.30

01. **PERMIT REVOCATION** - This Permit is revocable at any time by King County. The right to revoke is expressly reserved to King County.

02. **INDEMNITY AND HOLD HARMLESS** - The Permittee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Permittee agrees for itself, its successors and assigns to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Permittee's exercise of rights and privileges granted by this Permit. The Permittee's obligation under this section shall include a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Permittee, the concurrent negligence of both parties, or the negligence of one or more third parties. b) The duty to promptly accept tender of defense and provide defense to the County at the Permittee's own expense. c) Indemnification of claims made by the Permittee's own employees or agents. d) Waiver of the Permittee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Permittee.

In the event it is determined that RCW 4.24.115 applies to this agreement, the Permittee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Permittee's negligence. Permittee agrees to defend, indemnify, and hold harmless the County for claims by Permittee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

03. **ANTI-DISCRIMINATION** - In all hiring or employment made possible or resulting from this Permit, there shall be no discrimination against any employee or applicant for employment because of race, color, ancestry, religion, national origin, age, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap in an otherwise qualified handicapped person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Permit on the grounds of race, color, ancestry, religion, national origin, age (except minimum age and retirement provisions), sex, sexual orientation, marital status, parental status, the presence of any sensory, mental or physical handicap, or the use of a trained guide-dog by a blind or deaf person. Any violation of this provision shall be considered a violation of a material provision of this Permit and shall be grounds for cancellation, termination or suspension in whole or in part of the Permit by the County, and may result in ineligibility for further County permits.

04. **NON-EXCLUSIVE RIGHT** - This Permit shall not be deemed or construed to be an exclusive right. It does not prohibit the County from granting any other permits to other public or private entities, nor shall it prevent the County from using any public place for any and all public use or affect its jurisdiction over any part of them.

05. **ASSESSMENTS** - Permittee shall be required to pay any general or special assessments incurred by King County which are directly attributable to or arising from any actions, occupancy, or usage authorized herein.

06. **TERMINATION** - The Permittee may terminate the Permit by written notice to the Manager of Real Estate Services Section. Upon revocation, termination, or abandonment, the Permittee shall remove at his expense all facilities placed on said property by the Permittee, and restore the premises to a condition which is equivalent in all respects to the condition existing prior to installation of the facilities, or to a condition which is satisfactory to the County. If the Permittee has not accomplished removal and restoration at the end of a ninety-day period following the effective date of revocation, termination, expiration, or abandonment, the County may accomplish all of the necessary work and charge all of the costs to the Permittee.

07. **RESTORATION** - After completion of work authorized by this Permit, the Permittee shall restore the property to a condition which is equivalent in all respects to the condition of the property prior to starting work, or a condition satisfactory to King County. If the Permittee delays the restoration beyond expiration of the Permit, the County may accomplish all the necessary work and charge all the costs to the Permittee.

08. **REPAIRING DAMAGE BY PERMITTEE** - In the event that damage of any kind is caused by the Permittee in the course of performing work authorized by this Permit, Permittee will repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the County agent. If the County determines it is necessary, the County may accomplish the work and charge all the costs to the Permittee.

09. **ABATEMENT OF UNSAFE CONDITIONS** - The County representative may at any time, do, order, or have done all work considered necessary to restore to a safe condition any area described in Permit left by the Permittee in a condition dangerous to life or property. The Permittee shall pay, upon demand, to the County all costs of such work, materials, etc. Nothing in this section shall relieve the Permittee of duties under Terms and Conditions No. 2 above.

10. **RIGHTS RESERVED TO COUNTY - CONFORMANCE AND PAYMENT OF COST REQUIRED** - The County reserves the right to use, occupy, and enjoy its property for such purposes as it shall desire including, but not limited to, constructing or installing structures and facilities on the property, or developing, improving repairing or altering the property. The Permittee, upon written notice, will at its own cost and expense remove, repair, relocate, change or reconstruct its installations to conform with the plans of work contemplated or ordered by the County according to a time schedule contained in the written notice.

11. **NOTICE** - Permittee agrees to obtain information from other utility operators regarding the location and current status of their installations before starting work. Property owners adjoining, or in proximity to, the project as described herein shall be notified by Permittee when such property is exposed to the possibility of injury or damage through performance of work on the project authorized by this Permit. Permittee shall make all advance arrangements necessary to protect such property or utility from injury or damage.

12. **OTHER APPLICABLE LAWS** - Issuance of this Permit does not in any way relieve the Permittee from complying with any other applicable laws in performing the work subject to this Permit.

13. **RE-ENTRY** - After completion of work authorized by this Permit, if the Permittee desires to re-enter upon the property described herein for any reconstruction, notice shall be provided in advance to King County together with the plans and specifications for the work proposed, and shall not be permitted without the County's consent.

14. **TITLE** - This Permit grants only the right to use King County's interest in the herein described property, and the granting of this Permit is not a warranty that good title to any specific property is vested in King County.

15. **SPECIAL TERMS AND CONDITIONS:**

- a Permittee shall manage & operate the property as a City of Seattle park facility. If Permittee requires insurance as a condition of its authorization of events & activities on the property, said insurance shall include King County as an additional insured.
- b Permittee shall be responsible for maintaining & repairing the property & all improvements made or authorized by Permittee. All improvements made or authorized by Permittee shall be kept in good operating condition.
- c During the term of this permit, the Permittee shall be responsible for the health & safety of the users of the property, including the prompt removal of any hazards found on the property upon discovery of any such hazards. However, the foregoing provision does not apply to the discovery of any hazardous, toxic or dangerous substance, waste or material that is regulated under any environmental laws.
- d In the event of the release of any hazardous, toxic or dangerous substance, waste or material that is regulated under any environmental laws during the term of this permit, the Permittee shall be responsible for investigation of such hazardous, toxic or dangerous substances released at the property during the term of this permit. Permittee shall not be responsible for investigation or response to any hazardous, toxic or dangerous substances that were released prior to the initial occupancy of the property by the Permittee. However, upon discovery of any suspected hazardous, toxic or dangerous substances that the Permittee believes may have been released prior to the Permittee's initial occupancy of the property, the Permittee shall promptly notify King County in writing of such discovery, providing as much detail concerning the discovery, as is reasonable to the Permittee.
- e King County acknowledges that the Permittee is engaging in both a public design process & a fundraising process for future construction improvements to the property.
- f King County & the Permittee intend to develop & execute a Memorandum of Understanding (MOU) that will address the timeline & process for planning & implementing development of the property that addresses both uses described above in subsections C & D.
- g Except as modified by the MOU or subsequent agreements, Permittee shall not make or cause to be made any improvements to the property without receiving prior written approval of King County.
- h The term of this permit shall be 1 year from the date of issuance. The term shall be extended to a period not to exceed a total of 5 years from the date of issuance upon receipt by King County of written confirmation that such an extension has been approved by the Seattle City Council.
- i Permittee acknowledges that by granting this permit, King County is not obligating itself to extend, renew or replace this permit in the future. Permittee agrees to seek authority & the means to acquire a long-term or permanent interest in the property that will ensure that the recreational potential of the property as it is ultimately developed will continue to be available to residents & visitors.

**15i. INSURANCE:**

1. **Minimum Scope and Limits of Insurance** - Minimum Scope and Limits of Insurance  
Coverage shall be at least as broad as:

General Liability:

Insurance Services Office form number CG 0001 (Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY. The permittee shall maintain limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

AUTOMOBILE LIABILITY: Insurance Services Office form number (CA 00 01 Ed. 12-90 or its equivalent) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto", or the combination of symbols 2, 8 and 9. Limits shall be no less than \$1,000,000. Combined Single Limit Bodily Injury and Property Damage.

WORKERS COMPENSATION: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington;

EMPLOYERS LIABILITY or "Stop-Gap": The protection by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop-Gap" endorsement to the General Liability policy. Limits shall be no less than \$1,000,000.

2. **Deductibles and Self-Insured Retentions** - The deductible and/or self-insured retention of the policies shall not limit or apply to the permittee's liability to the County and shall be the sole responsibility of the permittee.
3. **Other Insurance Provisions** - The insurance policies required in this permit are to contain, or be endorsed to contain the following provisions

a. All Liability policies except Workers Compensation:

1. The County, its officers, officials, employees and agents are to be covered as insured as respects liability arising out of activities performed by or on behalf of the permittee in connection with this permit.

2. Insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents should not contribute with the permittee's insurance or benefit the permittee in any way.

3. The permittee's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

b. All Policies:

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits prior to the expiration date of this special use permit, unless forty-five (45) days prior notice, return receipt requested, has been given to the County.

4. **Acceptability of Insurers** - Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.
5. **Verification of Coverage** - The permittee shall furnish the King County Real Property Division with certificates of insurance and endorsements required by this permit. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
6. **Municipal or State Agency Provision** - If the Permittee is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.
7. **Insurance** - By the date of issuance of this permit, the permittee shall procure and maintain, for the duration of this permit, insurance or coverage against claims for injuries to persons or damages to property which may arise from and in connection with the rights and privileges granted by this permit and/or the performance of work hereunder by the permittee, his agents, representatives, employees and/or subcontractors.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

For All Coverage's: The cost of such insurance shall be paid by the permittee. Each insurance policy shall be written on an "Occurrence Form."



**Seattle**  
Finance &  
Administrative Services

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December 20, 2017

TO WHOM IT MAY CONCERN

RE: City of Seattle Self-Insurance Program

This is to verify the City of Seattle's Liability Insurance Programs for General Liability, Automobile Liability and Worker's Compensation. The City maintains a \$6.5 million per occurrence primary self-insured layer and purchases several layers of excess liability insurance.

The City of Seattle's primary self-insured retention program is administered in-house and approved by the State of Washington. In the event of an incident that occurred because of the City's negligence or for which the City was found responsible, indemnification would be addressed under this program. Provisions of the Seattle Municipal Code would be followed, with subrogation as may be appropriate.

If the above described self-insurance program is cancelled or materially reduced, the City will provide not less than ten (10) days notice.

Please contact me at 206-615-1507 or [Sheila.barker@seattle.gov](mailto:Sheila.barker@seattle.gov) if you need additional information.

Sincerely,

*Sheila Barker*

Sheila Barker, ARM, MPA  
Operational Risk Manager/ City Risk Management