



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 30, 2002

Ordinance 14443

Proposed No. 2002-0340.1

Sponsors Sullivan, Phillips, Constantine,
Gossett, Pelz and Edmonds

1 AN ORDINANCE relating to the use of a King County
2 park; allowing the director of the department of natural
3 resources and parks to issue a special use permit allowing
4 the sale and consumption of alcoholic beverages within a
5 confined area of the ballfield complex at Petrovitsky Park
6 during the Rolling Thunder Down Home Democracy
7 Tour; and amending Ordinance 6798, Section 64, as
8 amended, and K.C.C. 7.12.640 and declaring an
9 emergency.

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12 **PREAMBLE:**

13 The Tides Center/Chautauqua Project ("Chautauqua") is hosting the
14 Rolling Thunder Down Home Democracy Tour a Political/Community
15 Fair with speakers, workshops, music and food.
16 Chautauqua has requested to use a portion of the Petrovitsky Park baseball
17 complex for a hospitality site and to serve alcoholic beverages to specific

18 Fair patrons at the site during the 2002 Rolling Thunder Down Home
19 Democracy Tour.

20 Chautauqua has agreed to compensate the county 20% of the gross sales of
21 the alcoholic beverages for this privilege.

22 K.C.C. 7.12.640 prohibits the selling, opening, possessing, and consuming
23 of alcoholic beverages at nonauthorized sites, including Petrovitsky Park.

24 To support the Rolling Thunder Tour, the county agrees to issue a special
25 use permit allowing the sale and consumption of alcoholic beverages
26 within the designated hospitality site on August 24, 2002.

27 A one-time exception to K.C.C. 7.12.640 is necessary to authorize the
28 department to issue a limited and restricted special use permit allowing
29 sale and consumption of alcoholic beverages at a designated site within
30 Petrovitsky Park ballfield complex during the Rolling Thunder Down
31 Home Democracy Tour.

32 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

33 SECTION 1. An exception to K.C.C. 7.12.640 is hereby granted, authorizing the
34 executive, through his director of natural resources and parks, to issue a special use permit to
35 Chautauqua, thereby allowing the sale and consumption of alcoholic beverages at a
36 designated hospitality site at Petrovitsky Park on August 24, 2002.

37 SECTION 2. The serving and consumption of alcoholic beverages must be
38 confined to the designated location, and must conform to the requirements of the
39 Washington state Liquor Control Board under Title 66 RCW.

40 SECTION 3. The executive and director of the department of natural resources
41 and parks must assure that Chautauqua has adequate insurance coverage and that the
42 county is named as an additional insured by Chautauqua before a permit is issued.

43 SECTION 4. Ordinance 6798, Section 64, as amended, and K.C.C. 7.12.640 are
44 each hereby amended to read as follows:

45 **Alcoholic beverages.** Selling, opening or possessing alcoholic beverages in an open
46 container, or consuming any alcoholic beverage in a King County park, recreation area or
47 associated marine area is prohibited except in the following designated areas subject to
48 approval by the manager and under the following conditions:

49 A. The sale and consumption of alcoholic beverages is permissible in the club house
50 at the Enumclaw golf course((-));

51 B. The sale and consumption of alcoholic beverages is permissible for special use
52 permit groups at the King County fairgrounds, if the activities conform to the requirements
53 of the Washington State Liquor Control Board under Title 66 RCW((-)); and

54 C. The sale and consumption of alcoholic beverages is permissible at designated
55 indoor and outdoor locations within Marymoor Park, King County Aquatic Center and
56 indoors at the Lake Wilderness Center, Gold Creek Lodge in Woodinville and Issaquah
57 Lodge at Beaver Lake by special use permit groups, if the activities conform to the
58 requirements of the Washington ((S))state Liquor Control Board under Title 66 RCW, and
59 that the serving and consumption is confined to the designated location. The director of
60 natural resources and parks shall designate the locations within the park and recreational
61 facility where the activity is permissible. ~~((The director of parks and recreation may issue a~~
62 ~~special use permit to the Team Seattle National Events Committee, allowing the sale and~~

63 consumption of alcoholic beverages by the special use permit group at Fort Dent Park,
64 during the Men's Masters 45 & Over Slow Pitch Softball National Championship
65 Tournament for the inclusive dates of September 10 through 12, 1999.)) The director of
66 natural resources and parks may issue a special use permit to the Tides Center/Chautauqua
67 Project, allowing the sale and consumption of alcoholic beverages by the special use permit
68 group at Petrovitsky Park, for the Rolling Thunder Down Home Democracy Tour on August
69 24, 2002.

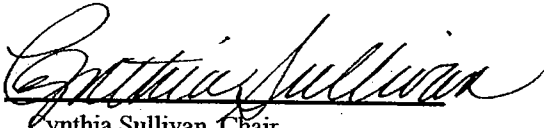
70 SECTION 5. The county council finds as a fact and declares that an emergency
71 exists and that this ordinance is necessary for the immediate preservation of public peace,

72 health or safety or for the support of county government and its existing public
73 institutions.
74

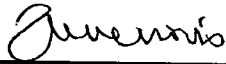
Ordinance 14443 was introduced on 7/29/2002 and passed by the Metropolitan King County Council on 7/29/2002, by the following vote:

Yes: 11 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. Constantine, Mr. Pullen, Mr. Gossett, Ms. Hague and Ms. Patterson
No: 0
Excused: 2 - Mr. McKenna and Mr. Irons

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this _____ day of _____, 2002.

Ron Sims, County Executive

Attachments A. Special Use Permit Issued by King County Department of Natural Resources and Parks to Tides Center/Chautauqua Project, Rolling Thunder Down Home Democracy Tour

SPECIAL USE PERMIT
ISSUED BY KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS
TO
TIDES CENTER/CHAUTAUQUA PROJECT,
ROLLING THUNDER DOWN HOME DEMOCRACY TOUR

THIS SPECIAL USE PERMIT, is granted this _____ day of _____, 2002 by and between the Department of Natural Resources and Parks of King County, Washington, a duly incorporated municipal corporation of the State of Washington (hereinafter "County") to the Tides Center/Chautauqua Project (hereinafter "Chautauqua") located at, 1615 Broadway, 9th Floor, Oakland, California, 94612

WITNESSETH:

Recitals

EVENT SITE DESIRED. Chautauqua has determined that there is a need to provide an event site for the Rolling Thunder Down Home Democracy Tour, scheduled for August 24, 2002.

SITE. County owns certain property called Petrovitsky Park located at 16400 Petrovitsky Road S.E., Renton, Washington, 98058, that can serve as the event site and for limited parking.

SPECIAL USE PERMIT. The County and Chautauqua have mutually determined that the public interest would be best served by the County issuing a Special Use Permit allowing Chautauqua to use the identified portions of the County property in accordance with the terms and conditions of this document.

AUTHORITY. King County Department of Natural Resources and Parks has the authority to grant a special use permit for the event pursuant to King County Code section 7.12.050.

NOW, THEREFORE, the County hereby grants to Chautauqua a permit to provide a festival site and related facilities under the following terms and conditions mutually agreeable to the parties:

ARTICLE ONE

Scope

1.1 Scope of Event. Chautauqua will use the identified portions of Petrovitsky Park for the purposes of presenting the Rolling Thunder Down Home Democracy Tour ("the Event") to the public and shall include all the related activities defined in a Schedule of Activities, which shall be provided by Chautauqua to the County for approval prior to the signing of the Permit. It is understood by Chautauqua that the Event shall include only the activities outlined in the Schedule of Activities, and any changes to the Event activities as defined must receive the prior written approval of the Director or her designee. If changes to the Event activities are made by Chautauqua without prior County approval, the Director or her designee, at her option, shall have the right to terminate the Permit and Chautauqua shall forfeit, as liquidated damages, the security deposit as stipulated in Paragraph 3.2 (b).

1.2 Scope of Use. Chautauqua shall use the designated areas as indicated in a Site Plan, which will be part of Attachment A for the purpose of presenting the Rolling Thunder Down Home Democracy Tour.

ARTICLE TWO

Term

2.1 Term. This Permit shall be for the period commencing at 1200 hours Pacific Daylight Time (PDT), on August 21, 2002 and ending at 1800 hours PDT, on August 25, 2002.

2.2 Use Days. The Use Days shall commence August 21, 2002 and conclude on August 25, 2002. "Use Days" include both Event Days and Move-in/Move-out Days.

2.3 Event Days. The Event will be presented to the public on August 24, 2002.

2.4 Move-in/out Days. Move-in will be on August 21- 24, 2002 and Move-out will be August 25, 2002.

ARTICLE THREE

Fees

3.1 Amount of Fees.

(a) Use Fees. As a fee for the use of Petrovitsky Park as provided in this Permit, Chautauqua shall pay the County, at a minimum, four thousand dollars \$4,000 (4,000 participants x \$1.00 = \$4,000). If paid attendance is more than 4,000 Chautauqua will pay \$1.00 per person for each person above 4,000.

(b) Other Services Reimbursement. In addition, Chautauqua shall reimburse the County for the cost of the services and/or supplies provided by the County pursuant to Articles 5.2, 9.1, 9.2, 15 and 16 (Signage, Staffing, removal of property/restoration of premises, waste disposal, and utility hook up).

3.2 Time of Payments.

(a) Payment for Use and Additional Services. Chautauqua shall pay to the County the minimum Use fee stipulated in Paragraph 3.1(a) no later than July 26, 2002. The Chautauqua shall pay any remaining Use Fee provided for in Paragraph 3.1(a) and reimburse the County for costs of the additional services as stipulated in Paragraph 3.1(b) within thirty (30) days of receipt of an invoice from the County for these fees and services which shall be transmitted to the Chautauqua no later than September 6, 2002. The Chautauqua will provide the County with a report of attendance and number of concessionaires by September 6, 2002.

Chautauqua shall be assessed a late payment fee of one and a half percent (1.5%) per month on any outstanding balance remaining due past the thirty (30) days until paid, unless prior written approval by the Director or her designee has been granted for payment extension. This late-payment provision also applies to the payment due under paragraph 4.1.

(b) Security/Damage Deposit. As partial consideration for the execution of this Permit, Chautauqua shall pay the County the sum of two thousand five hundred dollars (\$2,500) paid by check no later than July 26, 2002, to be held by the County as a security deposit on Chautauqua's performance under this Permit. If Chautauqua fully complies with all the terms and conditions of this Permit, said sum so paid shall be credited toward Chautauqua's final payment of the fees identified in Paragraphs 3.1(a), 4.1 and 4.2.

ARTICLE FOUR

Concession and Novelty Revenues

4.1 Concessions and Novelties. Chautauqua may sell food, beverages and novelties or contract with a concessionaire to sell food, beverages and/or novelties at the Event. Chautauqua shall pay the County twenty-five dollars (\$25) per concessionaire. Payment and a listing of Concessionaires is due no later than September 6, 2002. Except for payments provided for in Paragraph 4.2, all revenues net of payment of the use fee to the County shall belong to Chautauqua. Prior to the Event Day, the Chautauqua's food and other concession operations shall obtain at Chautauqua's or concession operators' expense all necessary Public Health Department permits, liquor licenses and any other necessary government permit, license or approval, and shall provide proof of liability insurance (naming King County as additional insured). Proof of Insurance shall include a Certificate of Insurance and an additional insured endorsement.

4.2 Beer Garden Sales/Receipts. Chautauqua shall pay the County 20% of gross receipts for any and all alcohol sales during the Event. These monies will be due to the County no later than September 6, 2002. Please have concessionaires use the attached form to report their revenue for your event.

ARTICLE FIVE

Parking and Signage

5.1 Parking. Parking at Petrovitsky Park is severely limited; there are only 180 paved parking stalls. Chautauqua will be using the existing parking spaces only for staff and vendor parking. Chautauqua shall provide and coordinate bus shuttle service from remote sites to

accommodate anticipated attendance. Further, should Petrovitsky Park reach vehicle capacity at anytime during the event as determined by the County, excess staff and vendor vehicles shall be diverted to a remote parking site designated by Chautauqua. Remote parking sites shall be the sole responsibility of Chautauqua. The remote parking locations will be identified to the County by Chautauqua on or before July 26, 2002 and included in Schedule A.

5.2 Signage. Chautauqua will provide informational signage and directional parking signage (to include directional signs, traffic cones and other traffic/parking control devices) on the premises to make ingress, parking, access to and from the park site, and egress a safe and orderly process. Informational signage (including advance notification to park users regarding the Event) shall be installed no later than August 9, 2002. Directional signage shall be placed on the premises no sooner than August 23, 2002 and will be removed promptly upon conclusion of the event. County will not be held liable to maintain or replace lost, stolen or vandalized signage.

ARTICLE SIX

Insurance

6.1 Commercial General Liability. Notwithstanding any other provision within this Permit, Chautauqua shall procure and maintain for the duration of the Event commercial general liability insurance against claims for injuries of persons or damages to property, which may arise from or in connection with Chautauqua's use of Petrovitsky Park. Such insurance shall be as broad as that provided by Commercial General Liability "occurrence" form CG0001 (ed. 11/88). The insurance limits shall be no less than five million dollars (\$5,000,000) dedicated limits per occurrence for bodily injury and property damage.

6.2 Liquor Legal. If alcoholic beverages are to be sold/served a Liquor Legal Liability policy must be provided with limits of no less than five million dollars \$5,000,000 per occurrence and in the aggregate. Proof of a Washington State Liquor License must be provided.

6.3 Automobile Liability. Insurance Services Office form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

Automobile Liability shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Pending description of shuttle service

6.4 Workers Compensation. For statutory limits shall be provided. Employers Liability/Stop Gap coverage shall be provided for a limit no less than one million dollars \$1,000,000.

The required insurance policies (General Liability, Liquor Legal and Automobile) are to be endorsed to:

- (a) Name King County, its officers, officials, agents and employees as additional insureds with respect to use of the premises as outlined in this Permit;
- (b) Such coverage shall be primary and non-contributory insurance as respects the County;
- (c) State that the Chautauqua's and or Contractors insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability;
- (d) State that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice to the County.

The insurance provider must be licensed to do business in the State of Washington and have a Bests' rating of A:VIII or better. Any deductible or self-insured retention must have been declared to and approved by the County. The deductible and/or self-insured retention of the policies shall not limit or apply to Chautauqua's liability to the County and shall be the sole responsibility of Chautauqua.

A Certificate of Insurance and required policy endorsements shall be provided to the County on or before July 26, 2002

ARTICLE SEVEN

Hold Harmless

7.1 Hold Harmless. Chautauqua expressly agrees to protect, defend, indemnify and hold harmless King County, its elected and appointed officials, employees, and agents from and against liability for any claims (including all demands, suits, and judgments) for damages arising out of injury to persons or damage to property where such injury or damage is caused by, arises out of, or is incident to the scope of activities under this Permit. Chautauqua's obligations under this section shall include, but not limited to:

(a) The duty to promptly accept tender of defense and provide defense to the County at Chautauqua's own expense.

(b) Indemnification of claims, including those made by Chautauqua's own employees and/or agents for this purpose.

(c) The Chautauqua, by mutual negotiation, expressly waives, as respects King County only, its statutory immunity under the industrial insurance provisions of Title 51 RCW.

(d) In the event the County incurs any judgment, award and/or cost arising from the Event, including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Chautauqua.

(e) A hold harmless provision to protect King County similar to this provision shall be included in all Contractor or Concessionaire Agreements entered into by Chautauqua in conjunction with this agreement.

ARTICLE EIGHT

Risk and Security

8.1 Risk and Security. Chautauqua assumes all risk of damage to its property and/or the loss by theft or otherwise, of any property of Chautauqua, its employees and/or its exhibitors and no claim shall be made upon the County because of any such loss. Chautauqua shall be responsible for providing security during the Term of this Permit for any property brought onto the premises by Chautauqua, its employees, and/or its purveyors.

ARTICLE NINE

Personnel and Services

9.1 Event Staffing. The County shall provide personnel necessary to keep permanent restrooms clean and operable, and for the cleanup of litter during the Event. The County and the Chautauqua will jointly create a Joint Staffing Responsibility Plan on or before July 26, 2002 which shall become part of Attachments A and B of this Permit. The cost to the County for furnishing said personnel shall be reimbursed by Chautauqua as provided in Paragraphs 3.1 and 3.2.

9.2 County Liaison. The County will appoint a single representative to act as liaison to the Chautauqua. This liaison shall facilitate execution of this Permit and shall assist Chautauqua with other agencies and departments who have jurisdiction.

9.3 Security. Chautauqua is responsible for providing security to maintain order and promote the safety of persons attending the Event. Chautauqua shall employ off-duty officers per a Security Plan, which will become part of Attachment A that is reviewed and approved by the King County Sheriff and provided to the County on or before July 26, 2002. Chautauqua shall pay the costs of security directly to the provider. The Security Plan shall be subject to change based on actual and/or projected attendance.

9.4 Additional Services Requested by Chautauqua. Upon timely request of Chautauqua and approval of the Director or her designee, the County shall provide reasonable additional services and/or supplies in support of the Event's activities. Chautauqua shall reimburse the County for the actual cost incurred in providing such services and supplies as provided in Paragraphs 3.1 and 3.2.

ARTICLE TEN

Staging, Fencing, Lighting and Sound

10.1 Staging. Chautauqua, at its own expense and liability, shall be responsible for providing all stage hand personnel required for the presentation of the Event, the construction, installation, and removal of any staging, including shade canopies and large tents. Installation and removal of such staging and access for that purpose shall be coordinated with the Director or her designee and is scheduled for August 21 and August 25, 2002.

10.2 Additional Lighting. Chautauqua, at its own expense and liability, shall be responsible for any lighting, other than the lighting which the County agrees to provide and pay for associated with lighting of parking areas using existing ballfield lights, which the parties agree to in the Utilities Plan of Attachment A.

10.3 Sound Equipment. Chautauqua, at its own expense and liability, shall be responsible for installation, and removal of any sound broadcasting equipment, which Chautauqua may desire or require for the presentation of the Event during the Term. Installation and removal of such lighting equipment and access for that purpose shall be coordinated with the Director or her designee and is scheduled for August 21 and August 25, 2002.

ARTICLE ELEVEN

Copyrighted Material

11.1 Copyrighted Usage. Chautauqua agrees to obtain all necessary licenses and take all other necessary steps to insure that all use of copyrighted and trademarked materials at the Event during the Term of the Permit complies with United States and any other applicable copyright and trademark law.

11.2 Indemnification. Chautauqua agrees to indemnify and defend at its own expense King County, its officials, agents and employees from any and all liability arising from copyright or trademark infringement and/or consequential damages that others may suffer as a result of use of copyrighted or trademarked materials at Petrovitsky Park during the Term of this Permit.

ARTICLE TWELVE

Advertising

12.1 Site Name. Chautauqua shall refer to premises in all printed materials, radio, television, audio, video, Internet and all other media as "King County's Petrovitsky Park in Renton." Chautauqua shall provide copies of all major pieces of collateral, including all electronic and printed copy, to the Director or her designee prior to finalization and/or printing, publishing, distribution or broadcast.

12.2 County Authority. The County shall have sole right and authority to maintain, operate, license, and authorize advertisements, promotional activities and displays that exist upon the premises prior to the Event.

12.3 Advertising Restrictions. Chautauqua understands that the advertising of tobacco products as defined in King County Ordinance No. 10615 is strictly prohibited. Therefore, the Chautauqua expressly covenants that neither it nor any of its sponsors will at any time display, promote or advertise any tobacco products, including any product containing tobacco, the prepared leaves of plants of the nicotiniana family, including but not limited to cigarettes, loose tobacco, cigars, snuff, chewing tobacco, or any other preparation of tobacco on the premises. Chautauqua further agrees that any violation of this paragraph by it or its sponsors shall be a material breach of its contractual obligations to the County pursuant to this Permit.

ARTICLE THIRTEEN

County Property

13.1 County Access. The County shall maintain the premises as usual (mow, seed, etc.) until the commencement of this Permit. The County shall make routine repairs or alterations to the premises at any and all times using its best efforts not to disrupt the event. The County shall make repairs or alterations to the premises as it deems necessary during the use period as long as the same does not prohibit use on the premises for the activity planned; provided that for the repair and alteration work resulting from an emergency, as determined by the Director or her designee may interfere with Chautauqua's use of the premises.

13.2 County Obligations. It is intended by the parties hereto that the County shall have no obligation, in any manner whatsoever to repair and maintain the improvements on the premises, constructed by or for Chautauqua, whether structural or nonstructural, all of which obligations are intended to be that of Chautauqua.

ARTICLE FOURTEEN

Improvements, Alterations and Additions

14.1 Improvements, Alterations and Additions.

(a) Subject to the requirements and indemnification provisions set forth herein, the County may agree to make such improvements, additions or alterations to the premises, but only if such improvements, additions or alterations, and a suitable fee to be paid to the County by the Chautauqua are approved in advance by the Director or her designee.

(b) Upon casualty, Chautauqua shall pay the County to remove any rubbish and/or ruins resulting therefrom.

ARTICLE FIFTEEN

Tenant Property

15.1 No Removal Policy. Chautauqua shall keep and adequately maintain the Premises and all improvements thereto made by or for Chautauqua. Chautauqua shall be responsible for removing from the premises, on or before August 25, 2002 at 1800 hours, all property, goods, and effects belonging to Chautauqua and its employees, or caused by it to be brought upon the premises for the Event. If such property is not removed within the above-stated time, the County shall have the right to remove and/or store such property, goods, and effects at Chautauqua's expense. Chautauqua assumes all risk of damage and/or loss, by theft or otherwise, to the property, goods, and effects of Chautauqua and its employees incurred during any removal and/or storage activities by the County.

Chautauqua shall surrender the premises to the County in equal or better condition existing as of the date of commencement of the Term. A baseline of accepted existing conditions shall be photographed by the County on August 21, 2002 at 0800 hours PDT, and

dated with existing conditions noted and agreed upon by both parties in writing in a signed inspection report. Following the Event, Chautauqua will be responsible to repair and/or restore the premises to as good or better condition, using King County Parks and Recreation Division staff at union labor rates. Any work performed by the County or at the County's expense to restore or repair the premises will be reimbursed by Chautauqua as provided in paragraphs 3.1 and 3.2. Chautauqua will not be held responsible for any damage caused by any other event.

ARTICLE SIXTEEN

Utilities

16.1 Utilities. The County shall provide water and electricity at no charge to Chautauqua or its vendors for the Event and provide lighting during the Event as specified in Article 10.2. Chautauqua will be responsible to reimburse the County as provided for in paragraphs 3.1 and 3.2 for the material and staff at union labor rates necessary to make connections to the utility users. A Utilities Plan will be submitted to the County by Chautauqua no later than July 26, 2002 as part of Attachment A. The County will review the plan and authorize the connections based on availability and safety to the utility infrastructure and user.

16.2 Waste Disposal. The County shall provide adequate garbage containers (cans) necessary for the event, and shall dispose of same in refuse containers (dumpsters) and coordinate the disposal of the waste. Chautauqua shall provide and pay for one forty (40) yard dumpster necessary for the event. The litter and garbage will be collected by County staff and Chautauqua's volunteers.

16.3 Restroom Facilities. The Chautauqua shall provide and maintain in a sanitary condition at it's own expense 20 portable restrooms, twenty percent (20%) of which are ADA accessible (4). This number of which has been mutually agreed by the County and Chautauqua based on expected attendance. The restrooms must be pumped out a minimum of once daily or sooner if determined necessary by the County to maintain a sanitary condition. The County reserves the right to require additional portable restrooms based on projected attendance. All portable restrooms must be removed by 1200 hours on August 26, 2002.

ARTICLE SEVENTEEN

Attendance Limit and County Employee Access

17.1 Attendance Limit. The County retains its authority to limit the number of persons attending the event if necessary to prevent harm to public health, safety and welfare.

6.4 County Employees. Chautauqua shall provide the County's authorized representatives free access to the premises at any and all times. The County will supply Chautauqua with a list of those employees needing access on or before July 26, 2002.

ARTICLE EIGHTEEN

Termination

18.1 Termination.

(a) If Chautauqua fails to comply with any of the provisions of this Permit, or fails to obey, perform or comply with County, State, or Federal rules, regulations and requirements that would compromise Chautauqua's ability to perform under the Terms of this Permit, the County may terminate the Use Permit or cancel the event if, in the County's sole determination, there is a danger to the public health, safety, or welfare of the employees or public. If practicable without endangering the public health, safety, or welfare, the County will provide Chautauqua with notice of the failure and amount of time to remedy such failure to the County's satisfaction. Chautauqua hereby expressly waives the right to claim or recover any damages from the County on account of such termination of the Permit by the County. Chautauqua will be fully responsible for all costs and damages of any kind, including legal defense costs that may arise from cancellation of the Event by Chautauqua or termination of the Event by the County.

(b) In the event of Termination, the County may retain all fees paid, and immediately take possession of the space described in Article One and impose a lien on the Chautauqua's property, by detaining all property of Chautauqua on the Petrovitsky Park grounds until all amounts owing the County under the Terms of this Permit are paid. This lien shall be enforceable by sale on thirty (30) days written notice.

ARTICLE NINETEEN

Miscellaneous

19.1 Powers of The County. Nothing contained in this Permit shall be considered to diminish the governmental or police powers of the County.

19.2 Right of Entry. King County Parks and Recreation Division employees and officials shall have the right at all times to enter upon the premises in the performance of their duties, and will be on an employee list given to Chautauqua, which Chautauqua shall honor.

19.3 Impossibility. The performance of this Permit by either party is subject to acts of God, war, government regulation or advisory, disasters, fire, accidents or other casualty, strikes or threat of strikes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, cost or availability of power, or similar cause beyond the control of either party making it illegal, impossible or impracticable to hold, reschedule or relocate the Event as set forth. Either party may terminate or suspend its obligations under this Permit if such obligations are prevented by any of the above events to the extent such events are beyond the reasonable control of the party whose reasonable performance is prevented.

19.4 Books, Records, and Inspections. Chautauqua shall keep accurate books and accounts of the matters upon the basis of which the Use fees specified in Paragraph 4.1 are to be computed and ascertained. Such books and records shall be open and available for inspection by the County upon the official request of the Director or her designee during regular working hours between Monday and Friday and any time during the Term of the Permit. The County covenants and warrants that it will keep the information acquired from the examination of such books and

records confidential and that it will not disclose any of such information directly or indirectly or use such information for any purpose during the Term of the Permit or any time thereafter except with respect to the disclosure of information concerning the amount of the Use fees made to the County pursuant to Paragraph 4.1, and except with respect to the disclosure of information which is required by the laws of the State of Washington.

19.5 Notices. Any notice or communication hereunder shall be in writing, and may be given by registered or certified mail. If given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mails, properly addressed, with postage prepaid. If given otherwise than by registered or certified mail, it shall be deemed to have been given when delivered and received by the party to whom it is addressed. Such notices or communications shall be given to the parties hereto at the following addresses:

If to the County

Pam Bissonnette, Director
Department of Natural Resources and Parks
King Street Center
201 S Jackson St, Ste 700
Seattle, WA 98104-3855
206-296-6500

If to Chautauqua

Mike Dolan
Chautauqua Project
1615 Broadway, 9th Floor
Oakland, CA 94612
510-645-1027

Either party hereto may, at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

19.6 Registered Agent. Chautauqua shall obtain a certificate of authority to transact business in Washington State and provide the County with the name of its registered agent on or before July 26, 2002.

19.7 Nondiscrimination. Chautauqua agrees to comply with all applicable United States Federal, State and County laws, including King County Code Chapter 12.16, regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, creed, sex, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap.

19.8 Taxes. The Chautauqua agrees to pay on a current basis all taxes or assessments levied on its activities and property; PROVIDED, however, that nothing contained herein shall modify the right of Chautauqua to contest any such tax, and Chautauqua shall not be deemed to be in default as long as it shall, in good faith, be contesting the validity or amount of any such taxes.

19.9 Non-Waivers. Neither the waiver by either party to this Permit of any breach of any covenant, condition, or provision thereof, nor the failure of either party to seek redress for violation of, nor failure of either party to insist upon strict performance of, any such covenant, condition, or provision, shall be considered to be a waiver of any such covenant, condition, or provision or of any subsequent breach thereof.

19.10 Washington Law Controlling; Where Actions Brought. This Permit shall be deemed to be, and is, made in and shall be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Permit shall be brought in King County Superior Court, King County, Washington.

19.11 Paragraph Headings. The paragraph headings contained herein are only for convenience and reference and are not intended to be a part of this Permit or in any manner to define, limit, or describe the scope or intent of this Permit or the particular paragraphs to which they refer.

19.12 Entire Permit. This Permit constitutes the entire Permit between the County and the Chautauqua and may not be altered, amended, or modified except by an instrument in writing signed by the parties hereto with the same formality as this Permit. Notwithstanding, the schedules and plans, other than the Schedule of Activities, may be amended in writing with the approval of both parties' representatives.

19.13 No Partnership. Nothing contained herein shall make, or be deemed to make, the County and Chautauqua a partner of one another, and this Permit shall not be construed as creating a partnership or joint venture.

19.14 Singular and Plural. Wherever the context shall so require, the singular shall include the plural and plural shall include the singular.

19.15 Permits and Licenses. It is understood and agreed that Chautauqua is responsible for obtaining all necessary permits and licenses. If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and shall be binding upon the Chautauqua.

19.16 Compliance with Applicable Law. Chautauqua shall be responsible for compliance with all applicable laws, statutes, codes, and regulations, including without limitation those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA).

19.17 Park Users Mitigation. Chautauqua shall work with the County, the Seattle-King County Public Health Department and neighborhood groups to mitigate the sound impact of set-up, performances, and takedown. Chautauqua shall provide adequate public notice to the community. Chautauqua shall cooperate in good faith with other Petrovitsky Park users for the duration of this Permit to ensure the best possible balance of facility use. Other park users include, but are not limited to, members of the general public, picnic groups, and the organizers of other events whose activities coincide with set-up or takedown of the Event.

19.18 Volunteer Report. Chautauqua shall provide the County with a full accounting of the number of volunteers and the number of hours volunteered at Petrovitsky Park in conjunction with the Event on or before September 6, 2002. The report shall be sent to:

Marketing Manager
Parks and Recreation Division
2040 84th Avenue SE
Mercer Island, WA 98040
206-296-4528

19.19 Attachment List. The following is a list of the items that must be included in the Attachments provided by both parties and will become part of this Permit:

Attachment A. Provided by Chautauqua to the County on or before July 26, 2002.

Joint Staffing Responsibilities (Both Parties)
Site Plan
Schedule of Activities

Remote Parking and Shuttle Plan
Dumpster Plan
Fire Marshal Permit
Security Plan
Public Health Department Permit
Emergency Evacuation Plan
Certificate of Insurance and Required Policy Endorsements
Draft press releases, press kits, promotional materials
Utilities Plan
Other permits as required

Attachment B. Provided by the County to Chautauqua on or before July 26, 2002.

Joint Staffing Responsibilities (Both Parties)

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed as of the day and year first above written.

KING COUNTY

TIDES CENTER/CHAUTAUQUA
PROJECT

Pam Bissonnette, Director

Authorized Signer

RISE-UP! PRODUCTIONS

Bob Barnes, Executive Director
Rise-Up! Productions

SCHEDULE A

7/17/02

Description of Event: Political Community Fair with speakers, workshops, music and food.

Anticipated Attendance: 2,500 – 10,000

Main Contact & Day of the Event Contact:

Russ Bosanko
Recreation Coordinator
206-205-5384
pager: 206-680-0815

russ.bosanko@metrokc.gov

Maintenance Contact

Robin Irvine
Maintenance Specialist III
206-296-4435
pager: 206-559-2193
Cell: 206-953-8412

robin.irvine@metrokc.gov

Parks and Recreation Division
Luther Burbank Park
2040 84th Ave. S.E.
Mercer Island, WA 98040

Main Contact:

Tides Center/Chautauqua Project/Rolling Thunder Down Home Democracy Tour
Mike Dolan
Chautauqua Project
1615 Broadway, 9th Floor
Oakland, CA 94612

The following is a summary of the items that will need to be worked through with Russ Bosanko:

1. Joint Staffing Responsibilities (Both Parties)

King County Parks and Recreation Division (Parks) will provide at least two paid maintenance staff to assist with litter and garbage pick-up, restroom cleaning and re-stocking on the day of the event, Saturday, August 24, 9:00 a.m. – 10:00 p.m. Parks will provide at least one paid maintenance staff to work at the park site, Friday, August 23, 9:00 a.m. – 3:00 p.m. and Sunday, August 25, 9:00 a.m. – 3:00 p.m. to assist with the cleaning of the park site.

Electrical

A Parks electrician will be available to hook-up your stage. Please coordinate through Russ Bosanko on any date or time changes. Any electrical staff costs will need to be paid for by Chautauqua.

August 23, 2002 – connect electrical power, 9:00 a.m. – 6:00 p.m. Electrician pay rate \$44.51 per hour (includes benefits/overhead/equipment) = \$44.51 x 9 hours = \$400.59

August 24, 2002 – connect electrical power, 9:00 a.m. – 12:00 p.m. Electrician pay rate \$56.94 per hour (includes benefits/overtime/overhead/equipment) = \$56.94 x 3 hours = \$170.82

August 25, 2002, disconnect electrical power, 9:00 a.m. – 12:00 a.m. Electrician pay rate \$56.94 per hour (includes benefits/overtime/overhead/equipment) = \$56.94 x 3 hours = \$170.82

 To be determined will be the Parks staff electrician scheduled to work your event during the above schedule. emergency pager number 206-

Irrigation

Parks will have sprinkler heads marked and identified. Any damage to the sprinkler system will be Chautauqua's responsibility to pay for.

- Irrigation Specialist - \$43.71 per hour (includes benefits/overhead/equipment) = \$43.71 x 8 hours = \$349.68
- Emergency Irrigation Call Out (4 hr minimum) – \$55.85 per hour (includes benefits/overhead/overtime/equipment) = \$55.85 x 4 hours = \$223.40

Parking

Chautauqua will provide parking staff to coordinate day of the event, on-site and off-site parking, as spelled out in their transportation plan. The Chautauqua shall provide personnel necessary to direct participant and vendor parking, pick-up litter during the event, set-up and breakdown of the event. Any work not completed successfully by the Chautauqua will be completed by Parks personnel and will be billed to the Chautauqua.

Parking/Litter/Garbage

Parks' maintenance costs if Chautauqua is not able to provide adequate coverage for parking, litter pick-up, etc.

- Park Specialist II - \$34.25 per hour (includes benefits/overhead/equipment) = \$34.25 x 20 hours = \$685.00
- Park Specialist II - \$43.59 per hour (includes benefits/overtime/overhead/equipment) = \$43.59 x 20 hours = \$871.80

Plumbing Needs

If King County plumber is needed to hook-up sinks, etc.

- Plumber – \$43.71 per hour (includes benefits/overhead/equipment) = \$43.71 x 16 hours = \$699.36

- Emergency Plumber Call Out (4 hr minimum) - \$55.85 per hour (includes benefits/overhead/overtime/equipment) = \$55.85 x 4 hours = \$223.40

2. Site Plan

An accurate, up to date Site Plan will be provided by Chautauqua to Parks, no later than August 9, 2002.

3. Schedule of Activities

Chautauqua will provide Parks an accurate, up to date list of activities/events that are scheduled as the event draws closer.

4. Remote Parking and Shuttle Plan

Remote, off-site parking will be identified by Chautauqua and tour participants will be directed to park there via flyers, banners, registration materials, and media. Shuttle Service hours and location(s) will be identified and advertised as well.

5. ***Dumpster Plan - Trash Receptacles/Litter***

Parks will provide adequate trash receptacles necessary for this event and empty and re-line trash receptacles as necessary. Chautauqua will be responsible to provide 1 forty yard dumpster and to provide staff for cleanup of litter during the event.

6. Fire Marshall Permit

Responsibility of Chautauqua to coordinate with the local Fire Marshall.

7. Health Department Permit

Responsibility of Chautauqua to coordinate with the Seattle – King County Public Health Department.

8. Emergency Evacuation Plan

Chautauqua will need to coordinate with the Fire Marshall to designate a safe evacuation site, other safety precautions as needed, and a plan to handle a variety of emergency scenarios.

9. Certificate of Insurance and Required Policy Endorsements

Samples are attached.

10. Draft press releases, press kits, promotional materials

Will provide copies to the County as they become available.

11. ***Utilities Plan***

King County shall provide water and electricity at no additional charge from August 23 - 25, 2002. Chautauqua will bring an adequate amount of extension cords to service their activities and event. If the existing electrical sources are not sufficient to meet your needs for your event, you may need to rent portable generators.

12. Compartment sink rental through King County Parks

\$75.00 per day x 1 day = \$75.00.

13. Vendor Insurance

Any vendor not covered under the Chautauqua insurance program will be required to provide a Certificate of Insurance and additional insured endorsement naming King County, its officers, officials, agents and employees as additional insureds. Chautauqua shall ensure compliance with the insurance requirements and maintain copies of all certificates of insurance and provide copies to King County. If Chautauqua elects to have a vendor provide the primary insurance required in this use agreement, such insurance must be evidenced by a certificate of insurance and an additional insured endorsement listing the County, its officers, officials, agents and employees as additional insureds. For example, should Chautauqua use a private vendor for the beer garden, we will accept a certificate of insurance from the vendor evidencing Liquor Legal Liability.