



Facilities Management Division  
Real Estate Services Section  
King County Administration Building  
500 Fourth Avenue Room 830  
Seattle, WA 98104 206-477-9350 RES.Permits@kingcounty.gov

**SPECIAL USE PERMIT**  
**Fun Runs, Parades, etc.**

PERMIT NUMBER: SUPM23-0019

DATE: 04/13/2023

PERMITTEE: Vashon Island Chamber of Commerce  
-c/o Amy Drayer  
PO Box 1035  
Vashon, WA 98070

DAY PHONE: (206) 463-6217

OTHER PHONE: (202) 498-2317

FAX PHONE: 0-

**EVENT:** Vashon Island Chamber of Commerce proposes first Friday events on June 2nd, July 7th, August 4th, and September 1st to support and encourage businesses and artists; streets closure: Vashon Hwy SW from 174th to 178th, between the hours of 5pm and 8pm.

FROM: 06/02/2023

THRU: 09/01/2023

EVENT TIME: 5:00 pm to 8:00 pm

**AUTHORITY TO USE THE FOLLOWING RIGHT(S) OF WAY:**

See Route Maps

**SPECIAL TERMS AND CONDITIONS:**

**Notify Fire District** - It is the responsibility of the permittee to notify the fire district and the police precinct in the area at least 24 hours prior to the start of this event.

**Traffic Control** - The applicant shall provide, and correctly use during their operation, all necessary traffic control and traffic control devices in accordance with the most recent version of the Manual on Uniform Traffic Control Devices (MUTCD) adopted by the WA State Dept. of Transportation (WSDOT). For information please contact the Traffic Engineering Office at (206) 477-3668 or (206) 477-3661.

EXPIRATION: 09/01/2023

VALID FOR (in Days):

4

PERMIT FEE:

OTHER FEE:

INSURANCE REQ: Yes

INSURANCE AMT:

\$1,000,000.00

Approval By Keith Brown - By Direction

Date: 05/17/2023

Roads Division, Traffic Engineering Section

Approval By Capt. George Drazich, Precinct 4 - By Direction

Date: 4/15/2023

Public Safety, Precinct

Approval By Maihon Pham

Date: 5/23/2023


Real Estate Services

**PROVISIONS**

**HOLD HARMLESS:** The permittee agrees to protect and hold harmless King County, its elected and appointed officials and employees from and against all loss, expense, claims, demands and causes of action of any kind including reasonable attorney's fees and costs, arising in favor of the Permittee's employees or third parties because of personal, injury, death or damage to property resulting from the use of the premises described in the permit, or in any way resulting from the acts or omissions of the Permittee and/or its agents, employees or representatives.

In the event that suit or action is brought against King County, its elected and appointed officials, or employees for damages resulting from the Permittee's use of the premises described in this permit, the Permittee will, upon notice of the beginning of any such action defend the suit of action at its sole cost and expense. In the event that judgment is rendered against King County, its elected and appointed officials or employees, in suit or action, the Permittee will fully satisfy and such judgment within ninety (90) days after any such suit or action has been finally determined adversely to King County.

King County may revoke this permit if the Permittee fails to comply with any or all of its provisions, requirements or regulations. Permittee agrees to comply with all applicable state and local laws in conducting its Special Event.

Signature of Permittee: 

Date: 5/22/23

**NOTE: Permit not valid without all necessary signatures and expiration date.**

Ordinance 6254, King County Code 14.30

**THIS PERMIT TO BE DISPLAYED ON SITE**

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

**2. 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.

**3. 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.

**4. 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.

**5. 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.

**6. 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.

**7. 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.

**8. 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.

**9. 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. 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."

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."

## 16. SPECIAL CONDITIONS

1. **Traffic Control 1** - in addition to the traffic control information provided to the King County Sheriff's Office regarding this permit:
  1. Traffic control shall be installed and maintained per submitted traffic control plan. Barricade-mounted "Street Closed" signs shall be placed where noted on the traffic control plan indicating the area where the event is taking place. The signs must closely resemble a MUTCD R11-1 sign (48" wide by 30" high; 9-inch letter height; Ariel BLACK font) with white background (black 1-inch border, if possible). A barricade-mounted "Street Closed Ahead" sign, that closely resemble a MUTCD R11-3 or R11-4 sign (48" wide by 30" high; 9-inch letter height; Ariel BLACK font) with white background (black 1-inch border, if possible), shall be placed in advance of street closure signs at locations to assist drivers to select an alternate route. Event signs shall be mounted approximately 30-inches above the ground and made of a material that shall be able remain in place, withstand inclement weather and to be legible for the duration of the event.
  2. Detour routes shall be maintained for traffic approaching the event from all directions. A "Detour Ahead" sign resembling a MUTCD W2-20 sign (36" by 36"; 9-inch letter height; Ariel BLACK font) shall be installed at least 500 feet or preceding the start of a detour route. A "Detour Arrow" signs resembling a MUTCD M4-10 sign shall be placed below each "Closed Sign" with the arrow indicating the direction of the detour route. M4-10 signs shall be placed at each intersection where the detour route changes direction.
  2. Permit applicant shall ensure that the area of closure be maintained in a clean and litter-free condition. Permit applicant shall ensure that all signs, traffic cones, and other traffic control devices are removed from the public street immediately after the event. No permanent markings shall be applied to King County maintained roadways or facilities. Permit applicant shall be responsible for the removal and proper disposal of all materials used to conduct the event at an approved disposal site.
  3. Permit applicant shall assign a responsible adult at the points of street closures to allow access for neighbors, event non-participants and emergency service vehicles. Applicant shall ensure that non-event users of the roadway are reasonably accommodated. Permit applicant shall provide written notification of the event times to all neighbors within the limits of the proposed event route at least 2 days prior to the event.
  4. Permit applicant shall ensure compliance with applicable King County noise Ordinances and King County Codes. All participants must obey all traffic laws and traffic control devices on roadways used by the event that are open to general traffic as applicable and required in RCW Chapter 46.61.
  5. Applicant shall ensure that non-event users of the event area are reasonably accommodated
  6. King County does not express or imply a guarantee that any portion or all of the designated event area on King County maintained roadways and right-of-way are suitable for this specialized activity. It shall be the responsibility of the applicant and/or event coordinator to review prior to the event and determine whether the selected areas meet their needs and can be used in a safe manner. It shall be the responsibility of the applicant and/or event coordinator to provide information to all participants, in a usable format, prior to the event of any portion of the selected event area that may be unsuitable for the event activities and further, that the participants assume all responsibility for any consequences of their participation. It is also encouraged that event participants themselves review the selected area for conditions that do not safely meet their needs.