

**LICENSE AGREEMENT  
BOOK BINS  
SNOHOMISH COUNTY**

This License Agreement (the "Agreement") is between **Snohomish County, a political subdivision of the State of Washington** (herein referred to as the "**County**" or "**Licensors**") and **Thrift Recycling Management, Inc., a Washington State corporation** (herein referred to as the "**Licensee**").

**WITNESSETH**

**1. PREMISES.** Use of a portion of the following facilities for the placement of outdoor book collection receptacles (hereinafter referred to as "Book Bins"): Snohomish County Southwest Recycling and Transfer Station located at 21311 61<sup>st</sup> Place West, Mountlake Terrace, WA 98043, the North County Recycling and Transfer Station located at 19600 63<sup>rd</sup> Avenue NE, Arlington, WA 98223, and the Airport Road Recycling and Transfer Station located at 10700 Minuteman Drive, Everett, WA 98204 (the "Premises"). It is agreed that the placement, size, and number of the permitted Book Bins will be determined by the Department of Public Works, Solid Waste Division staff.

**2. CONSIDERATION.** The Licensee shall pay no fee as Licensee's use of the Premises is considered a public benefit to the citizens of Snohomish County which saves taxpayers of Snohomish County money by recovering CD's, DVD's, books, magazines, and other reading material that would otherwise end up in a landfill.

**3. TERM.** The term of this Agreement shall be for a period of four (4) years to commence January 1, 2022, and ending December 31, 2025, unless earlier terminated as provided in paragraph 12.

The parties may mutually agree to relocate, decrease or increase the total amount of licensed space. If the County desires to reasonably relocate, decrease or increase the licensed space, the County will present a letter and exhibits to Licensee and Licensee will review and provide written acceptance or denial. If the Licensee desires to reasonably relocate, decrease, or increase the licensed space, Licensee will present a letter and exhibits to the County and the County will review and provide a written acceptance or denial. Any cost associated with the relocation, decrease or increase in the licensed space will be the sole responsibility of the Licensee.

It is agreed by the approval of this Agreement that the Facilities Management Property Officer has the authority to accept, deny, sign and execute on behalf of the County any relocation, decrease or increase in the licensed space by amendment to this Agreement.

**4. SCOPE OF LICENSE.** The Premises shall be used solely for the placement and maintenance of outdoor Book Bins for collection of CD's, DVD's, books, magazines, and other reading material from self-haul customers that would otherwise end up in a landfill. The Licensee will accept CD's, DVD's, books, magazines, and other reading material with the exception of newspapers (the "Collected Media") to help divert resources from landfill disposal consistent with the Solid Waste Diversion Campaign.

The County will provide education and knowledge of the service on its web site, distribute flyers for customers or other materials deemed useful to increase the use of the service provided by the Licensee under this Agreement.

Licensee may resell the Collected Media, provided however, that Licensee agrees that the Collected Media or proceeds from the sale of the Collected Media will be used to support literacy among children.

The Licensee agrees to provide to the County a report of the collection services provided under this Agreement including estimates of the total number and weight of all Collected Media on an annual basis to the County. Said report can be submitted electronically. The County may distribute the information collected in the reports in any manner that it so chooses.

No illegal use shall be made thereof, nor shall any property that creates any nuisance or fire, explosive, or other hazard be stored therein. Licensee's authority to use the Premises shall not be considered exclusive possession or control. The County may enter the Premises at any time to determine whether improper or hazardous use is being made of the Premises.

**5. ACCESS.** The Licensee will be granted access to the Premises during the regular hours of operation for the Premises as established by the Department of Public Works, Solid Waste Division. The County has the right to make changes to the hours of access to each facility upon five (5) days prior notice to Licensee.

**6. CARE AND CONDITION.** The Licensee shall be responsible for the Premises herein described during its use under this Agreement, shall maintain the same in a neat and clean condition and shall return the same upon termination in as good condition and repair as the same now are or may be put into, normal wear and tear, casualty loss not the fault of the Licensee, and damage solely caused by the County and its employees acting within the scope of their employment excepted.

The Licensee agrees to remove the Collected Media from the Premises a minimum of once a week, or within 48 hours upon receipt of a phone call from the County.

If any property of Licensee is not removed by the date of termination, the County shall have the right to take possession of and store, use and/or sell the property in such a manner as it deems appropriate, and collect all unpaid fees, storage fees, costs of sale, reasonable attorney's fees, and other expenses from the proceeds of such sale. Licensee expressly agrees that any sale, public or private, may occur not less than thirty (30) days after the date of termination, and may occur with or without notice from the County.

The County shall not be liable to the Licensee for any loss or damage to the Licensee's property or any other property from theft, fire, or any other cause either before or after termination. The County is under no obligation to maintain, replace or repair any of its facilities or any other obligation not stated in this Agreement.

Licensee has examined the Premises, and accepts the same in its present condition. It is agreed that the County shall not be bound by any warranty or representation as to the condition of the Premises, or in any other manner except as stated herein.

This Agreement shall not limit any legal remedies of the County not stated herein. If the County is required to expend any money to enforce any of its rights, or to clean or renovate the Premises, such sum, including reasonable attorney's fees, shall be immediately due and payable to the County.

**7. MAINTENANCE.** The County shall provide routine maintenance and services at the Premises. The Licensee will be solely responsible for providing the Book Bins, labor and materials, placement, maintenance, management, relocating, repairs, and collection of the materials. Licensee shall collect materials routinely as specified herein under Section 6 of this Agreement.

The Licensee will be responsible for all cost associated in performing the services provided under this Agreement. The County shall not be called upon to make any repairs occasioned by the acts or omissions of the Licensee, its agents or employees.

**8. HOLD HARMLESS.** The Licensee agrees, to the maximum extent permitted by law, to indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or natures arising out of, in connection with, or incidental to its use of the Premises. In addition, the Licensee shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its use of the Premises: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims.

This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Licensee or its Subcontractors, and the Licensee, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Workers' Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Licensee.

In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party. In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Licensee.

In addition, the County shall be entitled to recover from the Licensee its attorney fees and costs incurred to enforce the provisions of this section.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

**9. INSURANCE.** Licensee shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this Agreement, by the Licensee, his agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the Licensee.

A. Minimum Scope and Limits of Insurance:

Licensee shall obtain insurance of the types described below.

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover Premises and contractual liability with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.



**12. TERMINATION.** This Agreement shall terminate and the Licensee shall vacate the Premises as follows:

- A. If Licensee breaches any term of this Agreement and fails to cure the same within five (5) days of written notice to do so by the County, the County may terminate this Agreement by providing written notice to Licensee.
- B. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.
- C. Termination shall not affect the rights of the County under any other paragraph in this Agreement.
- D. If the Snohomish Health District has determined that any Solid Waste Regulations have been violated or if there is a threat to either public health or the environment.

**13. MODIFICATION.** This Agreement may only be modified in writing and such modification shall take effect only after such modification is duly executed by both parties.

**14. POSSESSORY LIEN.** In the event of default in payment, or breach of any other condition of this Agreement, or for any and all damages caused to the property of the County by Licensee, its agents, employees or invitees, the County shall have a possessory lien upon any and all property stored, used or located on any property of the County and upon any sums of money advanced to or otherwise in the possession of the County.

**15. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.** Should any conflict exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

**16. GOVERNING LAW, STIPULATION OF VENUE, AND ATTORNEY FEES.** This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this agreement must be brought in Snohomish County, Washington. The prevailing party in any lawsuit brought to enforce the terms of this Agreement shall be entitled to reasonable attorney fees and costs.

**17. NON-DISCRIMINATION.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Licensee shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Licensee of the Licensee's compliance with the requirements of Chapter 2.460 SCC with respect to this Agreement. If the Licensee is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Licensee's obligations under other federal, state, or local laws against discrimination.

**18. SEVERABILITY.** Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this agreement shall remain in full force and effect.

**19. PUBLIC RECORDS.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, Licensee agrees to make them promptly available to the County. If Licensee considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, Licensee shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by Licensee and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify Licensee (a) of the request and (b) of the date that such information will be released to the requester unless Licensee obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Licensee fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this section assumes, no obligation on behalf of Licensee to claim any exemption from disclosure under the Act. The County shall not be liable to Licensee for releasing records not clearly identified by Licensee as confidential or proprietary. The County shall not be liable to Licensee for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

**20. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein.

COUNTY:

Janae Nelson 8/25/21  
County Executive Date  
Director of Facilities & Fleet

LICENSEE:

Denise Inel 7-7-21  
Thrift Recycling Management, Inc. Date

Approved as to form:

Rebecca J. Guadamud 07-08-2021  
Deputy Prosecuting Attorney Date

Insurance approval:

Sheila Barker  
Digitally signed by Sheila Barker  
Date: 2021.07.16 09:52:45 -07'00'  
Risk Management Date