

**BEN FRANKLIN TRANSIT #899A
3 RIVERS TRANSIT CENTER
LICENSE AGREEMENT**

THIS AGREEMENT (this "License Agreement") is entered into on this 1st day of November, 2012, by and between Ben Franklin Transit, herein referred to as "LICENSOR" and the City of Kennewick, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as "LICENSEE."

WITNESSETH:

WHEREAS, Licensor is the owner of the property located at 7109 Okanogan Place, Kennewick, Washington, commonly know as "Three Rivers Transit Center" (hereinafter referred to as "TRANSIT CENTER"); and

WHEREAS, Licensee desires to obtain a license to occupy and use an area (hereinafter referred to as "PREMISES") as a police resource center for its Police Department in a location mutually agreed upon by both parties, within the referenced Transit Center containing the approximate square footage of floor area of 353 square feet and designated as "police office"; and

WHEREAS, Licensor agrees to license the Premises to Licensee in accordance with, and subject to, the provisions of this License Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, Licensor and Licensee hereby covenant and agree as follows:

1. **LICENSE OF PREMISES:** Licensor hereby grants to Licensee the license to operate a police resource center at the Premises at no fee, subject to, and in accordance with, the provisions of this License Agreement, for a period of two (2) years, commencing on the 1st day of November, 2012, and ending on October 31, 2014. This License Agreement may be extended if agreed to by the parties, in writing, within sixty (60) days of the termination date of this Agreement for a period of up to five (5) years.
2. **TERMINATION:** The Licensor and Licensee shall have the right to terminate this License for any reason at any time during the term of this Agreement upon not less than sixty (60) days written notice to the other party as provided herein.
3. **NO FEE:** Licensee acknowledges that the primary consideration for Licensor's agreeing to give Licensee the use of the Premises, without requiring Licensee to pay for this right, is that Licensee will regularly

patrol the Transit Center and thereby enhance security. Licensor acknowledges that the nature and number of patrols are subject to the sole direction and discretion of the Chief of Police or his designee.

4. **USE:** Licensee shall use the Premises for communicating with area residents and merchants, crime prevention programs, police reserve functions, completing reports, making telephone calls and presenting community service programs and patrolling the Transit Center, as well as such other and further police activities as deemed necessary or appropriate by the Chief of Police.
5. **'AS IS" CONDITION OF PREMISES:** Licensee shall accept the Premises and all of the equipment, apparatus, plumbing, heating, air conditioning, electric, water, waste disposal and other systems, the parking lot and the common areas of the Transit Center "AS IS" in its physical condition when possession of same is delivered to the Licensee.
6. **REPAIRS BY LICENSOR:** Licensor shall do any work, make any alterations, repairs, replacements or improvements as agreed upon between the parties to enable Licensee to take possession of the Premises, except as noted above in the referenced Proposal.
7. **UTILITIES :** The Licensor shall pay all utility charges for utilities furnished to the Premises, including, but not limited to, heat, air conditioning, water, gas, electricity and sewer. The Licensee shall pay telephone switch, installation, line installation and monthly expenses associated with lines serving telephones, computer and radio repeaters as described within the Proposal. Expenses related to the individual units and toll expenses will be the responsibility of the City.
8. **INSURANCE:** Licensor acknowledges that the City of Kennewick is a municipal corporation, organized under the Laws of the State of Washington. Licensee warrants that as an insured municipal corporation, it stands ready to satisfy any claims for which it is found legally liable.
9. **INDEMNITY:** Licensee shall indemnify, defend and hold the Licensor and its agents, officers, partners and employees forever harmless from and against any and all claims, liability, demands, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever, and against and from any and all costs and expenses, including attorney's fees, resulting from or occasioned by the sole negligence of Licensee, or any of its employees, agents, contractors for damage to property and injury or death to any persons of the Premises.

10. **LICENSEE'S PERSONAL PROPERTY; CASUALTY:** All personal property (including inventory) of every kind and nature whatsoever which Licensee may, at any time, bring into the Premises shall be in the Premises at Licensee's sole risk, and Licensor shall not be liable for any loss or damage to said property caused in any manner whatsoever.
11. **MAINTENANCE OF PREMISES:** Licensee shall, at all times, keep and maintain the Premises in a safe and clean manner, and in compliance with all applicable laws, rules and regulations of the Transit Center or promulgated by any federal, state or local agency or authority. Licensee shall provide janitorial services for the Premises. Licensor may elect to provide janitorial services via its approved contract vendor for the other police sites as provided in the above referenced "Proposal" and at the expense of the Licensee.
12. **NOTICES:** All notices in connection with this License Agreement shall be in writing and given by overnight courier services, personal delivery or certified mail, return receipt requested, and shall be effective upon delivery, and shall be given to the following parties as follows:

LICENSOR: Ben Franklin Transit
1000 Columbia Park Trail
Richland, WA 99352

LICENSEE: City Manager
City of Kennewick
210 W. 6th Avenue
Kennewick, WA 99336

and

Chief of Police
City of Kennewick
741 S. Dayton Street
Kennewick, WA 99336

13. **SURRENDER:** Upon the expiration or termination of this License Agreement, Licensee shall remove all of Licensee's goods and property, repair any damage caused by such removal and surrender, and deliver the Premises broom clean and in good order, condition and repair, ordinary wear and tear expected, except as related to the continued retention of Licensee's radio communications equipment as addressed in the Proposal at which time the Licensee would assume responsibility for phone lines associated with relaying radio signals to the Licensee's police radio system.

14. **AUTHORITY:** Licensor and Licensee each warrant and represent that each has the power and authority to enter into this License Agreement. The signatory of this document on behalf of Licensee represents that he or she has been duly authorized by Licensee's organization to execute this document.

15. **MISCELLANEOUS:**

- a) Licensee shall, at all times, use and conduct all activities on the Premises as an independent contractor engaged in transacting its own business and not as agent of Licensor.
- b) Licensee shall not be entitled to any condemnation award or insurance proceeds, except insurance proceeds for Licensee's personal property or equipment.
- c) Licensor covenants that it shall not record this License Agreement or a memorandum thereof.
- d) All other rights and obligations of the parties hereunder shall survive termination of this Lease.
- e) Licensee shall not see, assign, pledge or in any manner transfer this License or any interest therein. Any purported sale, assignment, pledge or transfer shall be null and without effect.
- f) Concerning property losses, the parties agree to waive all rights of subrogation against each other for loss or damage to the other's property arising out of fire, lightning and perils of extended coverage in, on or about the Premises. The parties agree that any policy of insurance acquired pursuant hereto or sought to be applied to the terms hereof, shall contain a Waiver of Subrogation Clause consistent with the terms of this paragraph.
- g) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, landlord and tenant, partnership, joint venture, or any other relationship between the parties hereto, it being understood that nothing contained herein, or any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Licensor and Licensee; and nothing herein shall be deemed to grant to Licensee any additional rights with respect to the Premises, except as noted within the "Proposal" referenced above.

- h) This License Agreement contains the entire agreement among the parties hereto. No oral statements, representations or written matter not contained in this License Agreement shall have any force or effect. This License Agreement shall not be amended or modified except in writing signed by the respective parties hereto.
- i) The heading and captions contained in this License Agreement are for convenience only and shall not be used to construe or interpret this License Agreement.
- j) This License Agreement shall be governed by, and construed under, the laws of the State of Washington in which the Premises are located.

IN WITNESS WHEREOF, Licensor and Licensee have caused this agreement to be executed as of the date first set forth above.

LICENSOR:

Ben Franklin Transit

BY:


Timothy J. Fredrickson
General Manager

APPROVED AS TO FORM:

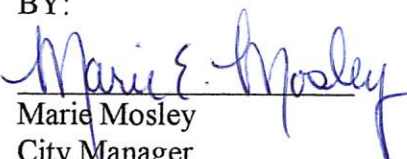

Patrick T. Roach
BFT Legal Counsel

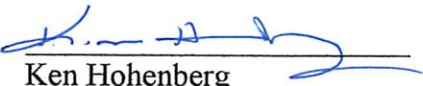
LICENSEE:

City of Kennewick

Recommended by:

BY:


Marie Mosley
City Manager

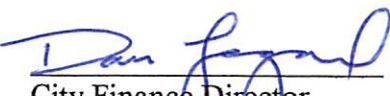

Ken Hohenberg
Chief of Police

ATTEST:


Linda C. Spier
City Clerk

APPROVED AS TO FORM:


Lisa Beaton
City Attorney


Dan Fogard
City Finance Director