



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**March 27, 2007**

**Ordinance 15704**

**Proposed No.** 2006-0550.2

**Sponsors** Lambert and Hague

1 AN ORDINANCE authorizing the King County executive  
2 to execute a forty-year use agreement with the Eastside  
3 Football Club for the use, construction, development,  
4 programming and supplemental maintenance of synthetic  
5 and grass soccer fields and related infrastructure at Preston  
6 fields and community park.

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8  
9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. Findings.

11 A. Ordinance 14509 authorizes the department of natural resources and parks to  
12 create new public recreational opportunities by empowering user groups, sports  
13 associations and community organizations to operate, maintain and program mutually  
14 agreed-upon capital improvements for public recreation facilities on King County land,  
15 and thereby address either or both regional and rural recreation needs without  
16 encumbering new tax funded operations and maintenance costs.

17           B. In accordance with K.C.C. 4.56.150.E, the King County council may adopt an  
18 ordinance permitting the county to enter into agreements for the use of county property  
19 with bona fide nonprofit organizations if the property is to be used by the nonprofit  
20 organization to make improvements to the county property or to provide services that will  
21 benefit the public. The agreements are exempt from the requirements of fair market  
22 value, appraisal and notice.

23           SECTION 2. The King County executive is hereby authorized to sign a use

24 agreement, that is substantially the same as that attached to this ordinance, with the  
25 Eastside Football Club for forty years for the Preston fields and community park.

26


Ordinance 15704 was introduced on 11/13/2006 and passed by the Metropolitan King  
County Council on 3/26/2007, by the following vote:

Yes: 8 - Mr. Gossett, Ms. Patterson, Ms. Lambert, Mr. von Reichbauer, Mr.  
Dunn, Mr. Ferguson, Mr. Phillips and Ms. Hague

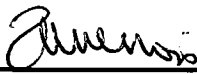
No: 0

Excused: 1 - Mr. Constantine


KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Gossett, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

APPROVED this 5 day of APRIL, 2007.

  
Ron Sims, County Executive

RECEIVED  
2007 APR - 5 AM 10:31  
CLERK  
KING COUNTY COUNCIL

**Attachments** A. Use Agreement between King County Department of Natural Resources and Parks,  
Parks and Recreation Division and Eastside Football Club (EFC) for the Soccer  
Facility at Preston Fields and Community Park - dated 3-13-07

15704

March 13, 2007

**USE AGREEMENT**

between

**King County Department of Natural Resources and Parks, Parks and Recreation Division**

and

**Eastside Football Club (EFC)**

for the

**Soccer Facility**

at

**Preston Fields and Community Park**

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This Agreement ("Agreement") is dated for reference purposes \_\_\_\_\_, 2005, and is entered into by and between King County Department of Natural Resources and Parks, Parks and Recreation Division (hereinafter "King County") and Eastside Football Club (hereinafter "EFC") (collectively, the "Parties") for the use, development, programming, and supplemental maintenance of synthetic and grass soccer fields (hereinafter "Soccer Facility") at Preston Fields and Community Park (hereinafter "Site").

In consideration of the promises, covenants, and other provisions set forth in this Agreement, the Parties agree as follows.

**1. BACKGROUND**

- 1.1 King County, a home rule charter county and political subdivision of the State of Washington, is the owner of the Site, located at Preston Fall City Rd. SE and SE 87th Pl., Preston, WA, 98027, and described and depicted with greater particularity in Attachment A to this Agreement.
- 1.2 EFC is a not-for-profit Washington corporation that is tax-exempt under section 501(c)(3) of the Internal Revenue Code. EFC is a community-based, open-membership club organized to provide public opportunities for youth soccer, and is a member in good standing with Eastside Youth Soccer Association (EYSA) and Washington State Youth Soccer Association (WSYSA).
- 1.3 EFC has the experience, ability, and resources to develop synthetic sports fields and associated facilities at the Site and intends to develop a regional facility for soccer and other athletic and recreational uses at the Site.
- 1.4 King County has determined that synthetic soccer fields located at the Site will have significant and unique regional and/or rural public recreation value.
- 1.5 King County Ordinance 14509 authorized the Department of Natural Resources and Parks to create new public recreation opportunities by empowering user groups, sports associations, and community organizations to operate, maintain, and program mutually

agreed upon capital improvements for public recreation facilities on King County land, and thereby address regional and/or rural recreation needs without encumbering new tax funded operations and maintenance costs.

- 1.6 Allowing EFC to develop certain mutually agreed upon capital improvements, including synthetic soccer fields at the Site, as well as providing certain mutually agreed upon supplemental maintenance for the Soccer Facility will serve to implement the authority provided in Ordinance 14509, and to achieve the goals set forth in Section 1.5 above.
- 1.7 King County Code 4.56.150(E) authorizes the Department of Natural Resources and Parks to enter into agreements for the use of King County land by non-profit organizations that provide a service to the public or make improvements to the land.
- 1.8 King County is willing to allow EFC to develop and provide certain supplemental maintenance for the Soccer Facility at the Site under the terms and conditions set forth in this Agreement.

**2. CONSIDERATION**

- 2.1 EFC agrees to design and construct the Soccer Facility on the Site consistent with the terms and conditions set forth in this Agreement. The Soccer Facility will include two synthetic soccer fields, one natural grass soccer field, related amenities, plus parking and other required Site-wide infrastructure, all as set forth in Attachment A to this Agreement.
- 2.2 EFC agrees to assume responsibility for design, construction and certain supplemental maintenance for the Soccer Facility as set forth in this Agreement.
- 2.3 EFC has inspected and knows the condition of the Site, and agrees to accept the Site in *as is* condition.
- 2.4 King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Site, and no official, employee, representative or agent of King County is authorized to represent otherwise.
- 2.5 King County will provide a total of \$1.5 million towards the capital cost to construct the Soccer Facility at the Site to be dispursed as follows:

<b><u>Milestone Triggering Payment</u></b>	<b><u>Capital Fund Disbursal</u></b>	<b><u>Funds To Be Used For</u></b>	<b><u>Anticipated Milestone</u></b>
Receipt of Clearing and Grading Permit	\$500,000	Clear, Grade Drainage	October 2006
Completion of Biddable Contract Documents	\$500,000	Turf Fields and Lights	December 2006
Complete Installation of Synthetic Turf Fields	\$500,000	Completion of Park Facilities	April 2007

EFC will be solely responsible to secure and provide all other funding needed to design and construct the Soccer Facility. The present total estimate cost to construct the Soccer Facility is \$ \_\_\_ million dollars, including anticipated donated services and materials. With the exception of any CPG and YSFG grants that may independently be awarded to EFC, Issaquah Little League ("ILL") and Preston Community Club ("PCC"), King County will be under no obligation directly or indirectly to pay for any labor, material, or improvement associated with the Site or the Soccer Facility in excess of the \$1.5 million dollar capital grant outlined above. EFC will, upon request, inform any inquiring person or entity that King County has no further financial obligations associated with the construction of the Site or the Soccer Facility.

- 2.6 For the Term of this Agreement, King County agrees that EFC shall have first priority of use of the Soccer Facility pursuant to the terms and conditions set forth in this Agreement, and EFC acknowledges and agrees that substantial public access to and use of the Soccer Facility is a material consideration for King County's execution of this Agreement.
- 2.7 EFC will pay King County a guaranteed rental fee of \$120,000 per year for 10 years starting from the date of the Soccer Facility's completion (Years 1-10). For Years 11-20, EFC will pay an hourly rental fee for field usage at the Soccer Facility to King County a percentage of the public hourly rental fee charged by King County for synthetic and/or grass soccer fields for youth sports. The percentage will reflect a return of EFC's initial investment in the facility in years 1 -10 above the market rate use fee. In the year that the Soccer Facility is completed, EFC's guaranteed annual rental fee shall be prorated to the date that the Facility is completed. By way of example only, if the Soccer Facility is completed at the end of August 2006, then EFC's guaranteed annual rental fee for that year would be 4/12<sup>th</sup>s of \$120,000, or \$40,000, because the Facility would be operational for the months of September, October, November, and December of that year. In this example, EFC would pay the full guaranteed minimum use fee in 2007 and all subsequent years up to year 10 following completion. For years 21-40, EFC will pay an hourly rental fee to King County for field usage at the Soccer Facility at the public hourly rental fee charged by King County for synthetic and/or grass soccer fields for youth sports.
- 2.8 At least twelve months before the expiration of EFC's obligations under Section 2.7, King County and EFC will begin negotiations regarding EFC's hourly rental fee for the next ten-year period under this Agreement. The new hourly rental fee will take into account EFC's substantial investment in the Soccer Facility and EFC's ongoing supplemental maintenance responsibilities under this Agreement. The Parties will renegotiate EFC's hourly rental fee at least every ten years during the Term of this Agreement.
- 2.9 In light of EFC's substantial investment in the Soccer Facility, as well as EFC's ongoing supplemental maintenance responsibilities under this Agreement, the Term of this Agreement will be 40 years. Provided that EFC is then in compliance with the terms and conditions of this Agreement, EFC will notify King County in writing at least 12 months

prior to the expiration of this Agreement whether EFC desires to negotiate renewal or extension of the Agreement (including any proposed modifications). EFC and King County may renew or extend this Agreement, contingent on EFC's full compliance with the terms and conditions of this Agreement and King County's written commitment to renew or extend. The Parties may modify this Agreement during the Term, as a condition of renewal, extension, or during a renewal or extension term, consistent with Section 5.21\_\_.

- 2.10 King County reserves to itself all rights to naming and advertising at the Site and Soccer Facility, and further reserves to itself the right to keep and retain all revenue from naming or advertising agreements. King County agrees to consult with EFC in seeking and obtaining naming rights and advertising agreements and further agrees that EFC may engage in soccer-related fund raising activities at the Site for the benefit of its teams during hours that EFC uses the Soccer Facility.
- 2.11 King County shall retain ownership of the Site and the Soccer Facility, including all improvements, permanent fixtures and County-purchased equipment. It is anticipated that the Cascade Land Conservancy (or another entity) will attempt to acquire all or a portion of certain property adjacent to the Site known as the "Racine Property," with the intent that it would be donated to King County and owned by King County for the benefit of the Site. If the Racine Property is acquired as anticipated, King County agrees to undertake the steps necessary for the Racine Property to be short-platted in order that a grass soccer field may be constructed on a portion of it.
- 2.12 In recognition that the design, development and construction of the Soccer Facility and Site will benefit King County and its citizens upon completion, King County agrees to coordinate with EFC and to use its best efforts to assist with and facilitate the issuance of any federal, state, county or local permits or approvals necessary for construction at the Soccer Facility and Site to begin.

### **3. CONSTRUCTION OF SOCCER FACILITY**

- 3.0 CAPITAL IMPROVEMENTS. EFC will serve as the supervisory not-for-profit corporation for development and construction of the Soccer Facility through Preston Park LLC, a limited liability corporation formed exclusively to design and construct the Site with LLC members ILL and PCC. EFC shall design, develop, and construct facilities, features, and amenities in accordance with all applicable design(s), timelines, restrictions, environmental considerations, permitting determinations, neighborhood impact mitigations, and all other requirements in coordination with King County Parks and Facilities Management Division's project management staff.
- 3.1 EXCLUSIVE POSSESSION DURING CONSTRUCTION. King County acknowledges that ILL and PCC are jointly developing portions of the Site to provide for a youth baseball field, picnic and play areas, and other related amenities at the Site such that EFC will not have exclusive possession and use of the Site during the development and

construction of the Soccer Facility. EFC shall be entitled, however, to exclusive possession and use of that portion of the Site designated for development and construction of the Soccer Facility during the design, development and construction phases. This right of exclusive possession and use by EFC is subject to King County's entry, inspection and audit rights under Article \_\_\_ of this Agreement.

- 3.2 **DESIGN.** EFC has retained a licensed architect and/or licensed professional engineer, registered in the State of Washington, who has prepared a design for the Site and the Soccer Facility and exterior landscaping, which visually blends with the setting. King County has already reviewed the design plans for the Site in concept and reserves the right to approve the final design of the Site and the Soccer Facility, consistent with established King County zoning, design code, or both.
- 3.3 **BUILDING AND SITE PLANS.** EFC has retained a licensed architect and/or licensed professional engineer, registered in the State of Washington, who has prepared building and site plans for the Site and the Soccer Facility, which reference structures, utilities generally, and landscape plans. King County reserves the right to approve the final building and site plans.
- 3.4 **CONSTRUCTION/SITE WORK/FENCING.** EFC will be solely responsible for the site work, required permits and grading at the Soccer Facility. EFC will ensure the work area is properly barricaded, and will ensure that signage is installed, directing unauthorized persons not to enter onto the construction site during any phase of development or construction. Unless otherwise agreed by the Parties in writing, fencing will be placed around work areas. In addition, construction sites will be kept clean and organized during development periods. EFC will be responsible for site security, traffic and pedestrian warnings at the Soccer Facility during the development and construction phases.
- 3.5 **CONSTRUCTION DEADLINES.** EFC is required to complete the development and construction of the Soccer Facility within one year from the date that EFC receives all funding from King County and the permits necessary to commence construction on the Soccer Facility.
- 3.6 **RELOCATION OF UTILITY LINES.** EFC will be responsible to relocate storm drains, sewers, water lines, and other utilities, if any, as required to complete development and construction of the Soccer Facility.
- 3.7 **ALTERATION OF SITE OR SOCCER FACILITY AFTER CONSTRUCTION.** After the Soccer Facility is completed and accepted by EFC and King County as defined herein, EFC will not make any material alteration to the Site or to the Soccer Facility, including any changes to the landscaping.
- 3.8 **DEVELOPMENT AND CONSTRUCTION FEES AND EXPENSES.** EFC will be responsible to obtain and pay for all necessary permits, fees and expenses associated with the development and construction of the Soccer Facility.



- 3.9 PUBLIC WORKS LAWS. To the extent applicable, EFC will comply with all public works laws, regulations, and ordinances, including but not limited to those related to prevailing wages (see RCW 39.12), retainage (see RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06), and competitive bidding (see RCW 36.32 and RCW 35.21.278). EFC will indemnify and defend King County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws, regulations, and ordinances in connection with the improvements.
- 3.10 CONTRACTOR INDEMNIFICATION AND HOLD HARMLESS. EFC will require its construction contractors and subcontractors to defend, indemnify and hold King County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney's fees and costs, arising out of or in connection with the design, development and construction of the Soccer Facility (hereinafter "Design and Construction Phase"), except for injuries and damages caused by the negligence of King County.
- 3.11 COMMERCIAL GENERAL LIABILITY INSURANCE. EFC will require its construction contractors to procure and maintain, for the duration of construction of the Soccer Facility, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the construction contractors and subcontractors, their agents, representatives, or employees. All said policies will name King County as an additional named insured and will include a provision prohibiting cancellation or reduction in the amount of said policies except upon 30 days prior written notice to King County. EFC will require its construction contractors to maintain minimum commercial general liability insurance limits of no less than \$1,000,000 each occurrence; \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit; business automobile coverage for a limit of not less than \$1,000,000 combined single limit per occurrence; and workers' compensation coverage as required by the Industrial Insurance Act of the State of Washington, statutory limit.
- 3.12 BUILDERS RISK INSURANCE. EFC will require its construction contractors to procure and maintain, for the duration of the Design and Construction Phase of the Soccer Facility, Builder Risk insurance covering interests of King County and the construction contractor in the work. Builders Risk insurance will be on an all-risk policy form and will insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the construction contractor. Higher deductibles for flood and earthquake perils may be accepted by King County upon written request by EFC and written acceptance by King County. Any increased deductibles accepted by King County will remain the responsibility of the construction contractor. The Builders Risk insurance will be maintained until final acceptance of the work by EFC. EFC will require its construction

contractors to maintain Builders Risk insurance in the amount of the completed value of the Soccer Facility with no coinsurance provisions.

- 3.13 **SUBCONTRACTORS.** EFC will require its construction contractors during the Design and Construction Phase to include all subcontractors as insured under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to all of the same insurance requirements as stated herein for the construction contractor.
- 3.14 **VERIFICATION OF COVERAGE.** EFC will furnish King County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Commercial General Liability insurance of the construction contractor before commencement of the work. Before any exposure to loss may occur, EFC will file with King County a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to work under this Agreement.
- 3.15 **ACCEPTABILITY OF INSURERS.** Unless otherwise approved by King County, the following provisions apply exclusively during the Design and Construction Phase:
- 3.15.1 Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated by Best's, with a rating in one of the two highest categories maintained by Standard & Poor's Rating Group and Moody's Investor Service.
- 3.15.2. If at any time any of the foregoing policies fail to meet the above minimum standards, then EFC will, upon notice to that effect from King County, promptly obtain a new policy, and submit the same to King County with certificates and endorsements, for approvals.
- 3.16 **WAIVER OF SUBROGATION.** EFC will cause its contractors and subcontractors and their insurance carriers to release and waive all rights of subrogation against King County during the Design and Construction Phase to the extent a loss is covered by property insurance in force. Except as otherwise provided in Article 3 of this Agreement, EFC hereby releases from liability and waives all right of recovery against King County for any loss from perils insured against or under the respective fire insurance policies of its contractors, subcontractors, or any of them, including any extended coverage endorsements thereto; provided, that this provision shall be inapplicable if it would have the effect of invalidating any insurance coverage of EFC or King County.
- 3.17 **INSURANCE PROVISIONS ARE MATERIAL TERMS.** Failure by EFC, its agents, employees, officers, and/or subcontractors to comply with these insurance requirements shall constitute a material breach of this Agreement.

#### **4. USE, MAINTENANCE, AND OPERATION OF SOCCER FACILITY**

- 4.0 **NON-EXCLUSIVE LICENSE.** In recognition that EFC shall invest substantial funds to design, develop, construct, and provide supplemental maintenance for the Soccer Facility at the Site, EFC is granted a non-exclusive license to use the Soccer Facility by King County on a first priority basis on terms and conditions as set forth more fully in this Agreement.
- 4.1 **STEWARDSHIP.** EFC must be a good steward of the Soccer Facility and Site. All approved activities and use by EFC shall be considerate of the capital, programmatic, and environmental value of the Soccer Facility and Site to the greatest extent possible. All approved construction, maintenance, and other modifications by EFC shall strictly adhere to all applicable environmental laws and regulations at all times.
- 4.2 **FACILITY USE POLICY.** King County and EFC shall mutually develop and implement a Good Neighbor/Soccer Facility Use Policy (Attachment B) (hereinafter "Use Policy") in coordination with ILL and PCC to ensure positive relations with the surrounding community, as well as other current or future Site users. The Use Policy shall be posted in clear view at the Soccer Facility and/or integrated into posted or otherwise distributed use rules for the Site. Mitigation efforts for traffic, noise, parking, or other neighborhood impacts shall be thorough, ongoing, and in good faith.
- 4.3 **FACILITY REVENUE AND BUDGET.** Revenue associated with the programming, scheduling, renting, on-site advertising, naming rights, or other programmatic uses will be managed according to the terms set forth in the Soccer Facility Revenue Plan (Attachment E). All fees charged for the use of the Soccer Facility by the public shall be established and approved by King County in consultation with EFC prior to being implemented; provided, however, that membership fees in the EFC's organization need not be approved by King County.
- 4.4 **SOCCER FACILITY PROGRAMMING.** EFC shall have first priority to use of the Soccer Facility. All costs associated with the programming and use of the Soccer Facility by EFC will be the responsibility of EFC. All non-EFC use of the Soccer Facility shall be scheduled by and through King County, the cost of which shall be King County's responsibility. By January 15 of each year, EFC shall provide King County with a master schedule (hereinafter "EFC Master Schedule") of its anticipated use for that year (e.g., hours and days of use) in order that King County may schedule activities during periods of non-EFC use. The Parties recognize that the EFC Master Schedule may require periodic supplementation to accommodate EFC's changing practice needs and game schedules. At the beginning of each month (or earlier, if the need for schedule changes is known), EFC shall timely provide King County with a revised monthly schedule if EFC's anticipated field use will deviate from the EFC Master Schedule. Any requested modifications to the EFC Master Schedule shall be approved by King County unless (i) the request is unreasonable or (ii) the time requested by EFC is already scheduled by King County for non-EFC use and cannot be reasonably re-scheduled. The Parties agree to coordinate in good faith with respect to all scheduling of the Soccer Facility.

- 4.5 USE. Use of the Soccer Facility shall be limited to providing programming and other activities for approved users as follows:
- A. Soccer (youth);
  - B. Other approved sports that are appropriate for synthetic or natural grass fields
  - C. Other approved activities that are appropriate for synthetic or natural grass fields
- 4.6 OPERATING HOURS. The availability of recreational opportunities for King County residents is a material consideration for this Agreement. Hours of operations shall be limited to 7 a.m. to 10 p.m. All field use other than youth soccer shall be approved by King County in consultation with EFC.
- 4.7 INCIDENTAL USES. EFC may conduct tax-exempt fundraising activities to support the Site, the Soccer Facility, and EFC's own beneficial or charitable mission as a not-for-profit Washington corporation, provided that such fundraising activities shall not displace public use of the Site or the Soccer Facility.
- 4.8 SECURITY AND NUISANCE DURING USE. EFC will take reasonable precautions to secure the Soccer Facility during use by EFC. EFC will use the Site and the Soccer Facility for no unlawful purposes and will not use or occupy the Site in any manner which would constitute a public nuisance or otherwise violate federal, state or local laws.
- 4.9 SITE MAINTENANCE PLAN. Once capital improvements are completed, a Preston Fields and Community Park Site Maintenance Plan ("SMP") shall be developed and agreed to by King County (maintenance manager, CPG project manager, and management), EFC, PCC, and ILL and reviewed by the Labor Management Committee ("LMC"). The SMP shall be developed in a manner as to ensure King County does not incur any new aggregate O&M costs requiring additional public funds (except as may be otherwise provided in this Agreement).
- 4.10 PERFORMANCE REPORT. At the end of each Agreement year, EFC shall furnish the CPG Project Manager with a summary of the prior year's use by EFC for approved activities, maintenance, and the condition of the Soccer Facility.
- 4.11 LIMITED USE. EFC shall use the Soccer Facility for no other business or purpose than as explicitly provided in this Agreement or as otherwise generally permitted to members of the public without the prior written approval of King County, which shall not be unreasonably withheld.
- 4.12 SIGNS. No sign, advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed by EFC nor allowed by EFC to be exhibited, inscribed painted, or affixed on any part of the Soccer Facility without the prior written approval of King County, which shall not be unreasonably withheld. All new Soccer Facility and/or Site signs shall follow the King County Sign System Guide and shall be manufactured and installed by King County, unless EFC receives prior written approval of King County to

do otherwise. Written approval shall be requested through King County's liaison. If EFC violates this provision, King County may remove the sign without any liability and may charge the expense incurred by such removal to the EFC. All signs erected or installed pursuant to King County's prior written approval shall also comply with any applicable federal, state or local statutes, ordinances or regulations.

- 4.13 **RIGHT TO INSPECT.** King County at its discretion reserves the right to review and approve EFC's use of the Soccer Facility and compliance with this Agreement. If King County does not approve of EFC's use and compliance, King County will timely notify EFC in writing of the specific items that King County deems objectionable. EFC agrees to undertake reasonable corrective action within a time period agreed to by the Parties, or if no time period is agreed, within sixty (60) days.
- 4.14 **MINIMUM SCOPE OF INSURANCE FOR EFC.** In addition to insurance requirements set forth in Article 3 that are applicable to the Design and Construction Phase, EFC will at a minimum maintain insurance during the post Design and Construction Phase that covers EFC's activities and usage of the Soccer Facility and Site as follows:
  - 4.14.1 **Commercial General Liability insurance** (Insurance Services Office form number (CG00 001), covering Commercial General Liability with a limit of not less than \$1,000,000 combined single limit per occurrence; \$2,000,000 aggregate.
- 4.15 **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions must be declared to and approved by King County. The deductible and/or self-insured retention of the policies will not limit or apply to King County and will be the sole responsibility of EFC.
- 4.16 **OTHER INSURANCE PROVISIONS.** The insurance policies required by Article 4 of this Agreement shall also contain or be endorsed to contain the following provisions where applicable:
  - 4.16.1 **LIABILITY POLICIES.**
    - 4.16.1.1 King County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities and usage by EFC of the Soccer Facility and Site.
    - 4.16.1.2 EFC's comprehensive general liability insurance coverage will be primary insurance as respects King County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by King County, its officers, officials, employees or agents will not contribute with EFC's insurance or benefit EFC in any way.
  - 4.16.2 Coverage will not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limits by claims paid,

until after forty-five (45) days' prior written notice has been given to EFC and King County.

4.17.3 ACCEPTABILITY OF INSURERS. Unless otherwise approved by King County, the following provisions apply exclusively to EFC's activities and usage of the Soccer Facility and Site during the post-Design and Construction Phase:

4.17.3.1 Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated by Best's, with a rating in one of the two highest categories maintained by Standard & Poor's Rating Group and Moody's Investor Service.

4.17.3.2 If at any time any of the foregoing policies fail to meet the above minimum standards, then EFC will, upon notice to that effect from King County, promptly obtain a new policy, and submit the same to King County with certificates and endorsements, for approvals.

4.18 WAIVER OF SUBROGATION. EFC and its insurance carriers will release and waive all rights of subrogation against King County to the extent a loss is covered by property insurance in force. EFC hereby releases from liability and waives all right of recovery against King County for any loss from perils insured against or under their respective fire insurance policies, including any extended coverage endorsements thereto; provided, that this provision shall be inapplicable if it would have the effect of invalidating any insurance coverage of EFC or King County.

4.19. OTHER INSURANCE MATTERS.

4.19.1. Each insurance policy will be written on an "occurrence" form.

4.19.2 By requiring such minimum insurance as specified herein, neither party is deemed to, or construed to, have assessed the risks that may be applicable to the other party to this Agreement. EFC will assess its own risks and, if it deems appropriate or prudent, or both, maintain greater limits or broader coverage.

4.19.3. EFC will furnish King County with certificates of insurance and endorsements as required by this Agreement. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for EFC's insurance are to be on forms approved by King County and are to be received and approved by King County prior to the Effective Date of this Agreement. King County reserves the right to require complete certified copies of all required policies at any time.

4.20. KING COUNTY INSURANCE.

4.20.1 LIABILITY EXPOSURE. EFC acknowledges, agrees, and understands that the County is self-insured for all of its liability exposures. The County agrees, at its own expense, to

maintain through its self-insurance program coverage for its liability exposures for the duration of this Agreement, or, in the County's sole discretion, to purchase equivalent insurance coverage through an insurance policy or policies, or through a risk sharing pool. The County agrees to provide EFC with at least 30 days prior written notice of any change in the County's self-insured status and will upon request provide EFC with a letter of self-insurance as adequate proof of insurance.

- 4.23 **WORKERS' COMPENSATION.** EFC acknowledges, agrees, and understands that the County is self-insured for all of its workers' compensation liability exposure. The County agrees, at its own expense, to maintain through its self-insurance program coverage for its workers' compensation liability exposure for the duration of this Agreement, or, in the County's sole discretion, to purchase equivalent insurance coverage through an insurance policy or policies, or through a risk sharing pool. The County agrees to provide EFC with at least 30 days prior written notice of any change in the County's self-insured status and will upon request provide EFC with a letter of self-insurance as adequate proof of insurance.

## **5. GENERAL TERMS AND CONDITIONS**

- 5.1 **NOTICE.** Notice will be given as follows:

- 5.1.1. If to King County:

**T.J. Davis, ADOP Project Manager**  
**King County Department of Natural Resources and Parks**  
**201 South Jackson St, Suite 701**  
**Seattle, WA 98104-3855**  
**Email: [tj.davis@metrokc.gov](mailto:tj.davis@metrokc.gov)**  
**Phone: (206) 263-6214**

- 5.1.2 If to EFC:

**Jeff Pyatt, President**  
**Eastside FC**  
**P.O. Box 14**  
**Mercer Island, WA 98040**  
**[jeff@PrivateLendersGRP.com](mailto:jeff@PrivateLendersGRP.com)**  
**(425) 289-4000**

- 5.2 **NONDISCRIMINATION.** EFC will comply with King County Code Chapter 12.16 regarding nondiscrimination in employment, K.C.C. Chapter 12.17 regarding nondiscrimination in contracting, and K.C.C. Chapter 12.18 regarding fair employment practices.

- 5.2.1. Employment. EFC does not anticipate hiring any employees to develop, program, and maintain the Soccer Facility or otherwise perform its obligations under this Agreement. If EFC should elect to do so, however, EFC agrees not to discriminate against any employee or applicant for employment because of sex, age, race, color, creed, national origin, sexual orientation, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. This requirement shall apply without limitation to all aspects of employment (including lay-offs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship) and advertisement.
- 5.2.2 Services and activities. 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 Agreement on the grounds of sex, race, color, creed, national origin, sexual orientation, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for termination or suspension in whole or in part of this Agreement by King County and may result in ineligibility for further King County agreements.
- 5.2.3 Other nondiscrimination laws. EFC shall also comply with all applicable anti-discrimination laws or requirements of any and all jurisdictions having authority.
- 5.3 ASSIGNMENT. EFC may not assign this Agreement or any interest therein without King County's prior approval, which shall not be unreasonably withheld. King County will have the right to sell or otherwise transfer or dispose of the Site or the Soccer Facility, or to assign this Agreement or any interest of the County hereunder, provided that in the event of sale or transfer of the Site or the Soccer Facility, King County will arrange for the purchaser or transferee to assume the Agreement and King County's obligations hereunder. King County will not otherwise assign this Agreement or any interest of King County hereunder unless the assignee or purchaser agrees to assume King County's obligations hereunder.
- 5.4 ADVERTISING RESTRICTIONS. EFC understands that the advertising of tobacco products as defined in King County Ordinance No. 10615 and spirits as defined in King County Ordinance No. 14509 is strictly prohibited. EFC further understands that pursuant to Ordinance No. 14509, additional subject-matter restrictions on advertising may be imposed by the Director of the County Parks and Recreation Division ("Director"). If the Director imposes additional restrictions, a copy of the restrictions will be included in an attachment hereto. Therefore, EFC expressly covenants that neither it nor any of its sponsors or concessionaires will at any time display, promote or advertise any tobacco products, spirits or other subject matter expressly prohibited by the Director. EFC further agrees that any violation of this Section by it will be a material breach of its contractual obligations to King County pursuant to this Agreement.



- 5.5 SOLICITING. Except as otherwise provided in this Agreement, canvassing, soliciting and distribution of handbills or any other written material, or peddling in the Site, the Soccer Facility or in adjacent areas are each prohibited without the prior written approval from King County.
- 5.6 POWERS OF THE COUNTY. Nothing contained in this Agreement will be considered to diminish the governmental or police powers of King County.
- 5.7. FORCE MAJEURE. The performance of this Agreement 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 causes beyond the control of either party making it illegal, impossible or impracticable to hold, reschedule or relocate the Show as set forth. Either party may terminate or suspend its obligations under this Agreement 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.
- 5.8 AGREEMENT IS PUBLIC DOCUMENT. This Agreement will be considered a public document and will be available for inspection and copying by the public.
- 5.9 TAXES. CDS agrees to pay on a current basis all applicable taxes or assessments levied on its activities; PROVIDED, however, that nothing contained herein will modify EFC's right to contest any such tax, and EFC will not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.
- 5.10 NO EFC LIENS. EFC acknowledges and agrees that it has no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of King County in the fee interest in the Site or in the Soccer Facility, or to charge fees for any claim in favor of any person or entity dealing with EFC, including those who may furnish materials or perform labor for any construction or repairs. If any such liens are filed, King County may, without waiving its rights and remedies for breach, and without releasing EFC from its obligations under this Agreement, require EFC to post security in form and amount reasonably satisfactory to King County or to cause such liens to be released by any means King County deems proper, including payment upon satisfaction of the claim giving rise to the lien. EFC will pay to King County upon demand any sum paid by King County to remove the liens. Further, EFC agrees that it will save and hold King County harmless from any and all loss, cost, or expenses based on or arising out of the asserted claims or liens, except those of the lender, against this Agreement or against the right, title and interest of King County in the Site and the Soccer Facility or under the terms of this Agreement, including reasonable attorney's fees and costs incurred by King County to remove such liens, and in enforcing this paragraph. Additionally, it is mutually understood and agreed that this paragraph is intended to be a continuing provision applicable to future repairs and

improvements after the initial development and construction of the Site and the Soccer Facility.

- 5.11. **RECORDS, AUDITS AND INSPECTIONS.** During this Term of this Agreement, EFC's books, records and other materials related to any matters covered by this Agreement and not otherwise privileged shall be subject to inspection, review, and/or audit by King County at King County's sole expense. Such books, records and other materials shall be made available for inspection during regular business hours within a reasonable time of the request.
- 5.12. **ENTRY BY KING COUNTY.** King County may enter the Site or the Soccer Facility during EFC's usage for any reason. Any person or persons who may have an interest in the purposes of King County's visit may accompany King County. King County has the right to use any and all means that King County deems proper to open doors and gates to obtain entry to the Site or to the Soccer Facility.
- 5.13. **COMPLIANCE WITH ALL LAWS AND REGULATIONS.** In using the Soccer Facility, EFC and its members shall comply with all applicable laws, ordinances and regulations from any and all authorities having jurisdiction and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA). EFC specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County, and further agrees that King County does not waive this provision by giving notice of demand for compliance in any instance.).
- 5.14. **INTERPRETATION OF COUNTY CODE AND RULES.** If there is any question regarding the interpretation of any provision of King County Code or any King County rule or regulation, King County's decision will govern and will be binding upon EFC.
- 5.15. **PERMITS AND LICENSES.** EFC will obtain and maintain, at its own costs and expense, all necessary permits, licenses and approvals required for the activities contemplated under this Agreement.
- 5.16. **RISK OF LOSS.** All personal property of any kind or description whatsoever on the Site or the Soccer Facility shall be at EFC's sole risk, and King County will not be liable for any damage done to, or loss of, such personal property. However, EFC will not be responsible for losses or claims of stolen property during King County-scheduled use of the Site or the Soccer Facility persons or entities other than EFC.
- 5.17. **ENVIRONMENTAL LIABILITY.**
  - 5.17.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

- 5.17.2 EFC shall not, without first obtaining King County's written approval, apply, store, deposit, transport, release or dispose of any hazardous substances, petroleum products, sewage, medicinal, bacteriological, or toxic materials, or pollutants, on the Soccer Facility. All approved application, storage, deposit, transportation, release and disposal shall be done safely and in compliance with applicable laws.
- 5.17.3 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that EFC might have against King County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Site by King County. EFC may not, however, assert such a claim to the extent that EFC creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of EFC performing construction activities on the Site, changing the configuration of the Site, or changing the use of the Site.
- 5.17.4 If EFC discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against King County it shall immediately notify King County in writing. Such notice shall in no event be provided more than 10 days after discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.
- 5.17.5 In no event shall King County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.
- 5.18 **NO EMPLOYMENT RELATIONSHIP.** In providing services under this Agreement, EFC is an independent Contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of King County for any purpose. EFC shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law. King County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of EFC, its employees, subcontractors and/or others by reason of this Agreement.
- 5.19 **INDEMNIFICATION AND HOLD HARMLESS.**
- 5.19.1 EFC shall protect, indemnify, and hold harmless King County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) EFC's failure to pay any such compensation, wages, benefits, or taxes as set forth in Paragraph 5.19 above, and/or (2) work, services, materials, or supplies to EFC employees or other EFC suppliers in connection with or support of the performance of this Agreement.

- 5.19.2 EFC further agrees that it is financially responsible for and will repay King County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure for any reason to comply with the terms of this Agreement by EFC, its officers, employees, agents, representatives, or subcontractors. This duty to repay King County shall not be diminished or extinguished by the prior termination of the Agreement.
- 5.19.3 EFC expressly agrees to protect, defend, indemnify and hold harmless King County, its elected and appointed officials, officers, 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 EFC's use of the Soccer Facility under this Agreement. EFC's obligations under this section shall include, but not be limited to:
- 5.19.3.1 The duty to promptly accept tender of defense and provide defense to the King County at EFC's expense for claims that fall within this section;
- 5.19.3.2 Indemnification of claims, including those made by EFC's own employees and/or agents for this purpose, for claims that fall within this section;
- 5.19.3.3 In the event King County incurs any judgment, award and/or cost arising from claims that fall within this section, including attorney's fees to successfully enforce the section, all such fees, expenses, and costs shall be recoverable from EFC.
- 5.19.3.4 EFC shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the performance or non-performance of the obligations under this Agreement by EFC's subcontractor(s), its officers, employees, and/or agents in connection with or in support of this Agreement.
- 5.19.3.5 EFC expressly and specifically agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, EFC, hereby expressly and specifically waives, with respect to King County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County.
- 5.20 **WAIVER OF BREACH.** Waiver of any breach of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by King County, which shall be attached to the original Agreement.
- 5.21 **ADDITIONAL TERMS.** The Parties reserve the right to modify this Agreement as necessary to equitably address unforeseen circumstances that may arise. The Parties agree to cooperate in good faith and in the spirit of this Agreement with respect to any

such requested modifications. Any such amendments or addendums to this Agreement shall be in writing and executed with equal formality as this Agreement.

5.22 DISPUTE RESOLUTION. The Parties agree to use their best efforts to resolve disputes regarding this Agreement in an economic and time efficient manner to advance the purposes of this Agreement. In the event that a dispute arises between EFC and King County, they shall attempt to resolve such dispute as expeditiously as possible and will cooperate so that the express purposes of this Agreement are not frustrated, and so that any design, planning, construction, or use of the Soccer Facility on the Site is not delayed or interrupted. Provided, that nothing in this Agreement shall otherwise limit the Parties; legal, equitable, or other rights or remedies.

5.23 TERMINATION/NOTICE/CURE. In recognition that EFC shall invest substantial funds to develop, program, and provide supplementary maintenance for the Soccer Facility at the Site and in appreciation that King County has fiduciary responsibilities to its residents and taxpayers that may change over time, the Parties agree that this Agreement may be terminated as follows:

5.23.1 FAILURE TO PERFORM.

5.23.1.1 OBLIGATION TO PERFORM. Nothing herein shall imply any duty upon King County to do any work required to be performed by EFC in this Agreement, and the performance thereof by King County will not constitute a waiver of EFC's default. King County will not in any event be liable for inconvenience, annoyance, and disturbance in its activities on the Site or the Soccer Facility, provided that King County will not permit a loss of business or other damage to EFC by reason of King County's actions pertaining to the Site or the Soccer Facility.

5.23.1.2 PAYMENTS TO OTHER PARTIES. Except as expressly provided hereunder, all obligations of EFC under this Agreement will be performed by EFC at EFC's sole cost and expense. If EFC fails to pay any sum of money owed to any party other than King County for which EFC is liable hereunder, or if EFC fails to perform any other act on its part to be performed hereunder, and such failure continues for ten days after notice thereof by King County, King County may, without waving or releasing EFC from its obligations, make any such payment or perform any such other act to be made or performed by EFC. EFC will pay King County, on demand, all sums so paid by King County and all necessary incidental costs, together with interest thereon at the lesser of 1 percent per month or the maximum rate permissible by law, from the date of such payment by King County.

5.23.2 DEFAULT.

5.23.2.1 KING COUNTY'S DEFAULT. King County will not be in default unless King County fails to perform an obligation within sixty (60) days after notice by EFC, which notice must specify the alleged breach; provided that if the nature of King

County's breach is such that more than sixty (60) days are reasonably required for cure, then King County will not be in default in King County commences to cure within sixty (60) days of EFC's notice and thereafter diligently pursues completion and completes performance within a reasonable time.

5.23.2.2 EFC'S DEFAULT. The occurrence of any one or more of the following events constitutes a default by EFC under this Agreement:

(1) EFC will be in default of the performance of any covenants, conditions, or provisions of this Agreement, other than the covenants for the payment of use fees required by this Agreement, where such failure continues for a period of sixty (60) days after written notice is given by King County; provided that if the nature of EFC's breach is such that more than sixty (60) days are reasonably required for cure, then EFC will not be in default if EFC commences to cure within sixty (60) days of King County's notice and thereafter diligently pursues completion and completes performance within a reasonable time; or

(2) EFC will be adjudged a bankrupt, make a general assignment for the benefit of creditors, or take the benefit of any insolvency act, or if a permanent receiver and trustee in bankruptcy is appointed for EFC's estate and such appointment is not vacated within sixty (60) days; or

(3) if this Agreement is assigned or the Site or the Soccer Facility is used by EFC for activities other than in accordance with the terms of this Agreement, and such default is not cured within thirty (30) days after written notice from King County to EFC; or

(4) EFC fails to make any payment when due, or fails to make any other payment required hereunder when due, when that failure is not cured within thirty (30) days after mailing of written notice thereof by King County.

5.23.3 TERMINATION FOR CHANGE IN EFC STATUS. King County may terminate this Agreement without penalty or liability if, at any time during the Term of this Agreement, EFC loses or changes its status: (1) as an active Washington not-for-profit corporation; or (2) as a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code as now or hereafter codified; or (3) as a soccer club affiliated with the Washington State Youth Soccer Association (WYSA), or any of them as now or hereafter constituted. Provided, that King County will not terminate the Agreement under this section if EFC seasonably cures any and all such loss or change of status.

5.23.4 DEFAULT FOR OTHER CAUSE. This Agreement may be immediately terminated for other cause by a party if the other party substantially fails to perform its obligations under this Agreement, through no fault of the terminating party, and the non-performing party does not commence correction of the failure of performance within sixty (60) days of the terminating party's sending notice to the non-performing party.

5.23.5. OTHER EFC TERMINATION. EFC may terminate this Agreement for any reason upon twelve (12) months notice in writing to King County. In this event EFC shall not be entitled to any compensation from King County for capital improvements made by EFC to the Site.

5.23.6 OTHER KING COUNTY TERMINATION.

5.23.6.1 King County may terminate this Agreement without cause upon twelve (12) months notice in writing to EFC. In this event EFC shall be entitled to reasonable compensation from King County for capital improvements made by EFC to the Site with due regard for the funds invested by EFC, EFC debts remaining to be paid relating to the Soccer Facility, the fair market value of the Soccer Facility at the time of termination, and the length of time EFC has had use of the Soccer Facility.

5.23.6.2 Any King County obligations under this Agreement beyond the current appropriation year are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation year.

5.23.7 REMEDIES ARE CUMULATIVE. Remedies under this Agreement are cumulative; the failure to exercise any right on any occasion will not operate to forfeit such remedy.

5.24. DESTRUCTION OF PREMISES AND USE OF INSURANCE PROCEEDS.

5.24.1 Unless otherwise mutually agreed by the Parties, if the Site or the Soccer Facility are destroyed or injured by fire, earthquake, or other casualty during the Design and Construction Phase, then EFC will proceed to rebuild and restore the Site and the Soccer Facility, or such part thereof as may be injured or destroyed. In the event of any loss covered by the insurance policies described and required under this Agreement, unless this Agreement is terminated as provided herein, EFC will use the proceeds of such insurance policies first to rebuild and then to restore the Site and the Soccer Facility and replace the improvements, fixtures, and equipment, which may be damaged or destroyed by such casualty.

5.24.2 Unless otherwise mutually agreed by the Parties, if the Site or the Soccer Facility are destroyed by fire, earthquake or other casualty after completion of the Design and Construction Phase, then King County will proceed to rebuild and restore the Site and the Soccer Facility, or such part thereof as may be injured or destroyed. In the event of any loss covered by the insurance policies described and required under this Agreement, unless this Agreement is terminated as provided herein, King County will use the proceeds of such insurance policies first to rebuild and then to restore the Site and the

Soccer Facility and replace the improvements, fixtures, and equipment, which may be damaged or destroyed by such casualty.

- 5.25. DUTIES UPON TERMINATION. Upon termination of this Agreement, and unless otherwise arranged, EFC will remove from the Site and the Soccer Facility all its personal property, goods, and effects. If EFC fails to perform this duty at termination, King County may cause such removal to be made and EFC's personal property, goods and effects to be stored, the cost and expense to be paid by EFC. It is understood and agreed that the real property constituting the Site and the Soccer Facility is the real property of King County and that all improvements to that real property will continue to belong to King County upon termination of this Agreement.
- 5.26. EMINENT DOMAIN. The following rules will govern the rights and duties of the Parties in the event of interference with EFC's design, construction, or use of the Site or the Soccer Facility as a result of the exercise of eminent domain or private purchase in lieu thereof.
- 5.26.1 RIGHT OF TERMINATION. If the whole of the Site or the Soccer Facility is taken for any public or quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, then this Agreement will automatically terminate as of the date that title is taken. If more than twenty-five percent (25%) of the Site or the Soccer Facility is so taken and if the taking renders the remainder thereof unusable for the purposes contemplated under this Agreement, then EFC and King County will each have the right to terminate this Agreement on thirty (30) days notice to the other, given within ninety (90) days after the date of such taking. Provided, however, that if King County is exercising its right of eminent domain, a fair value will be placed on this Agreement and the Soccer Facility with the compensation thereof awarded solely to EFC.
- 5.26.2 NON-TERMINATION. If any part of the Site or the Soccer Facility is so taken and this Agreement is not terminated, then King County will, at its own cost and expense, restore the remaining portion of the Site and the Soccer Facility to the extent necessary to render it reasonably suitable for the purposes contemplated under this Agreement.
- 5.26.3 COMPENSATION. The compensation awarded or paid upon a total or partial taking of the Site or the Soccer Facility, or this Agreement, or any of them, will belong to and be apportioned between EFC and King County in accordance with their respective interests under this Agreement as determined between them or by a court. Additionally, EFC may prosecute any claim directly against the condemning authority for the costs of removal of the goodwill, stock, trade fixtures, furniture and other personal property belonging to EFC. King County will have no claim to condemnation proceeds attributable to EFC's interest in the Soccer Facility, nor will EFC have any interest in King County's condemnation proceeds, if any.
- 5.27 SURRENDER. Within thirty (30) days of the time this Agreement expires or is terminated, EFC shall remove any and all of its portable improvements at the Soccer



Facility. If improvements include non-portable fixtures, such improvements shall inure to the benefit of King County and shall remain at the Soccer Facility.

- 5.28 HEADINGS NOT PART OF AGREEMENT. The headings in this Agreement are for convenience only and shall not be deemed to expand, limit, or otherwise affect the substantive terms of this Agreement.
- 5.29 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Washington.
- 5.30 JURISDICTION AND VENUE. The exclusive jurisdiction and venue for any disputes arising under this Agreement, including matters of construction, validity and performance, shall be in the Superior Court for King County in Seattle, Washington.
- 5.31 RIGHT TO PARTICIPATE IN LITIGATION. EFC will have the right to participate in any litigation, arbitration or dispute directly affecting the Site, the Soccer Facility or interest of EFC therein, including, without limitation, any suit, action, arbitration proceeding, condemnation proceeding or insurance claim. King County, upon instituting or receiving notice of any such litigation, arbitration or dispute will promptly notify EFC of the same.
- 5.32 ATTACHMENTS.
  - A. Description and map of Site and Facility
  - B. Use Policy
  - C. CPG Insurance Requirements and documentation of coverage
- 5.33. ENTIRE AGREEMENT. This agreement and any and all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between King County and EFC. There are no terms, obligations, allowances, covenants, or conditions other than those contained herein.
- 5.34. SEVERABILITY. Should any provision of this Agreement be found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be stricken and the remainder of this Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date written.

Eastside FC

King County

By \_\_\_\_\_

By \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**Attachment B: Use Policy**

B1 - "EFC Handbook for Parents, Coaches, and Referees"

B2- "Thoughts for Parents"

B3 - Park Programming and Use Rules (to be developed prior to or upon completion of facility)

# GAME SCHEDULE

# EASTSIDE YOUTH SOCCER ASSOCIATION

## 2005 - 2006 HANDBOOK

For

### REFEREES, COACHES and PARENTS

DATE	TIME	FIELD	HOME	VISITOR

Eastside Youth Soccer Association PMB 323 15600 NE 8 <sup>th</sup> St, Suite B1 Bellevue WA 98008	425-462-6616  <a href="http://www.eysa.org">www.eysa.org</a>
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Eastside FC Bellevue Issaquah Mercer Island Newport Lake Hills	<a href="http://www.eysa.org/efc/">www.eysa.org/efc/</a> <a href="http://www.bellevueyouthsoccer.org">www.bellevueyouthsoccer.org</a> <a href="http://www.issaquahsoccerclub.org">www.issaquahsoccerclub.org</a> <a href="http://www.eysa.org/merceris/">www.eysa.org/merceris/</a> <a href="http://www.newportsoccer.org">www.newportsoccer.org</a> <a href="http://www.lakehillssoccer.org">www.lakehillssoccer.org</a>
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Your Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

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Mercer Island Youth Soccer Club  
 Dan Kent  
 8465 SE 83rd St.  
 Mercer Island, WA 98040  
 Cell: 206-369-4263, with voicemail  
 Fax: 206-232-1102  
 Email: dan.kent@comcast.net

Lake Hills Soccer Club  
 Currin Cyr  
 16905 NE 14th St.  
 Bellevue, WA 98008  
 Home: 425-401-0084  
 Email: currin\_cyr@hotmail.com

Newport Youth Soccer Club  
 .new volunteers coming - call main Club number or email club.

EYSA VP At Large

vacant

Referees: Status as Independent Contractors:

Referees are independent contractors, not employees of EYSA or its member clubs. Referees are responsible for their own training and equipment. They may select or reject game assignments, thereby setting their own hours of work. EYSA and member clubs do not provide fringe benefits, including industrial insurance, health insurance, or other employee benefits. Referees may be required to provide an IRS Form W-9 to the Clubs. Fees paid to the Referees in amounts that require IRS reporting will be sent to the IRS annually through a 1099-MISC form.

## ADMINISTRATIVE

Referees may discuss any questions, concerns or needs with their club referee coordinator. If the club coordinator cannot resolve the problem, the issue can be addressed at the EYSA. Requests should be sent to the EYSA at:

EASTSIDE YOUTH SOCCER ASSOCIATION  
PMB 323, 15600 NE 8th St., Suite B1  
Bellevue, WA 98008  
425-462-6616  
eysa@eysa.org or www.eysa.org

Issues that are normally handled at the club level include game assignments and game fee payments. The club referee coordinators are:

### Eastside Football Club (EFC)

Tom Ullie  
P.O. Box 814 / 8843 SE 77th Place  
Mercer Island WA 98040  
Home: 206-236-2582  
Work: 206-230-8753  
Email: tullie@comcast.net

### Bellevue Youth Soccer Club

Daniel Couttolenc  
10344 NE 12th St, H-208  
Bellevue WA 98004  
Home: 425-945-1185  
Email: dancouttolenc@yahoo.com

### Issaquah Youth Soccer Club

Changing coordinators as book goes to press -  
Call club number or email club.

## **Purpose of this Handbook**

More than 7,000 players play soccer through EYSA. At all ages and levels of play, EYSA promotes play that should be SAFE, FUN and FAIR.

EYSA prepares this handbook to help referees, coaches and parents understand the philosophy of soccer at each level of play sponsored by EYSA and to know the rules of play for each level. EYSA also offers many coaching resources on its web site ([www.eysa.org](http://www.eysa.org)) and through clinics and training sponsored by the soccer clubs that make up EYSA.

If anyone has questions, wants to volunteer, or has concerns, he or she should call their club Board members or EYSA representatives. The specific contacts are listed in the Administrative section of this handbook.

## **Organization of Youth Soccer -- from FIFA to Each Team**

Soccer sponsorship starts with FIFA, the acronym for Federation Internationale de Football Association, the game's governing body worldwide. FIFA writes the rules of the game, published each year as The Laws of the Game.

The US Soccer Federation, USSF, governs soccer in this country. Within USSF, each state has a soccer association, and most states also have Youth soccer associations. Washington State Youth Soccer Association ([www.wsyssa.org](http://www.wsyssa.org)) governs youth soccer for the state.

WSYSA runs some competition directly through districts throughout the state. WSYSA also recognizes and supports regional associations like EYSA. In fact, the regional associations like EYSA and their member clubs provide most of the organizational work that has made soccer possible for so many youth.

WSYSA and EYSA may modify the FIFA international rules for recreational and modified soccer. These rule changes serve two purposes: to provide specific instruction where FIFA rules are general and to implement rules intended to make youth soccer Safe, Fun and Fair.

The six clubs that comprise EYSA are Issaquah Soccer Club, Bellevue Youth Soccer Club, Newport Youth Soccer Club, Lake Hills Youth Soccer Club, Mercer Island Youth Soccer Club, and Eastside FC. The referee coordinators for the clubs in EYSA work together so that updates or changes to the Laws of the Game are implemented for all of EYSA.

The individual clubs provide referees for their EYSA and club-sponsored home games. Clubs use trained referees as much as possible. Clubs may use trained and licensed referees from organizations like East King County Soccer Referee Association or other referee associations, especially for games among older teenagers. Clubs may provide their own training for parents or youth who wish to referee only within their club's game schedule. Referees are independent contractors.

**Game Roster**

Game# \_\_\_\_\_ League: \_\_\_\_\_  
 Date of Game : \_\_\_\_/\_\_\_\_/\_\_\_\_ Game Time: \_\_\_\_\_  
 Gender : Boys or Girls (Circle one) Age : \_\_\_\_\_ U \_\_\_\_\_  
 Field Name : \_\_\_\_\_ (e.g. Ivanhoe 2) Field City: \_\_\_\_\_  
 Circle to indicate if you are Home or Visitor.

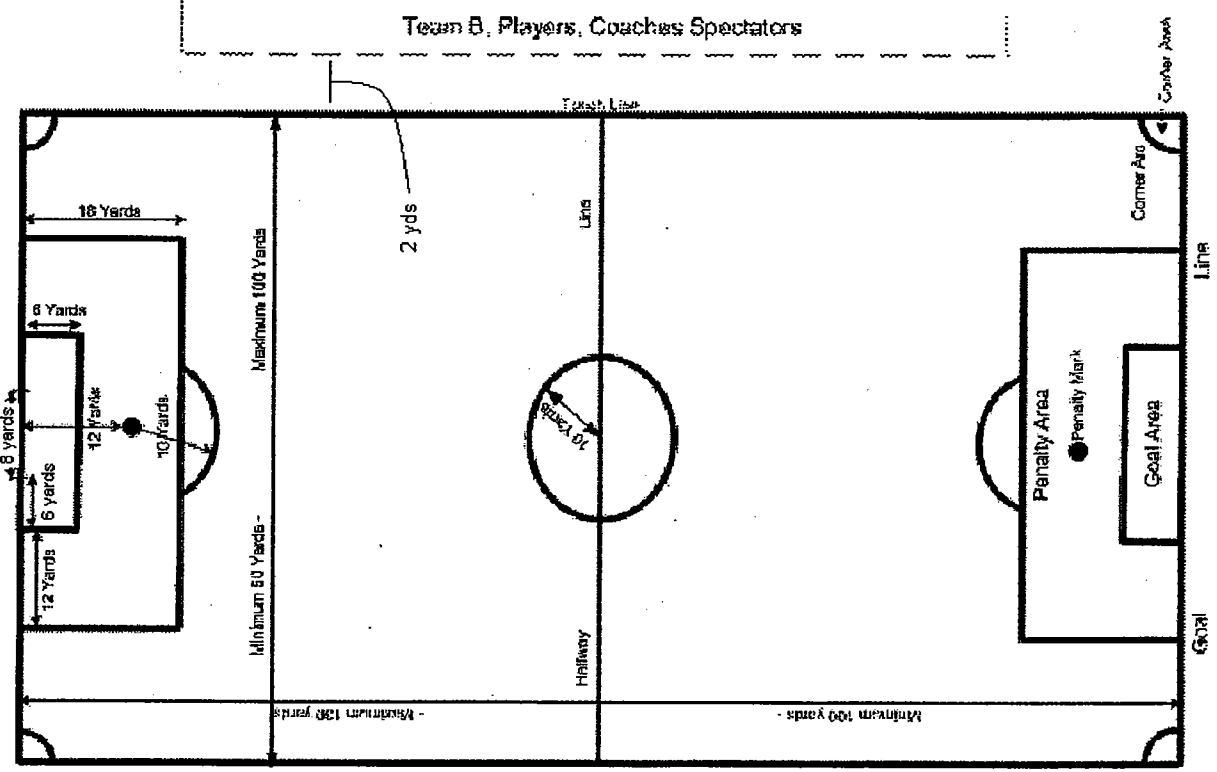
**Your Team's Information**  
 Team Name : \_\_\_\_\_ Coach Name : \_\_\_\_\_  
 Team ID # : \_\_\_\_\_ Phone Number ( ) \_\_\_\_\_  
 Club Name : \_\_\_\_\_

**Opposing Team's Information**  
 Team Name : \_\_\_\_\_ Coach Name : \_\_\_\_\_  
 Club Name : \_\_\_\_\_

Jersey#	Players Name	DOB	Comments
1)			
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			
11)			
12)			
13)			
14)			
15)			
16)			
17)			
18)			

Notified of Intent to protest? Yes or No

**11-a-Side Field Dimensions**





AGE GROUP	GAME DURATION	BALL SIZE
Under-19	Two 45 min halves	#5
Under-18	Two 45 min halves	#5
Under-17	Two 45 min halves	#5
Under-16	Two 40 min halves	#5
Under-15	Two 40 min halves	#5
Under-14	Two 35 min halves	#5
Under-13	Two 35 min halves	#5
Under-12	Two 30 min halves	#4
Under-11	Two 30 min halves	#4
Under-10 (small-sided)	Two 25 min halves	#4
Under-9 (small-sided)	Four 12 min quarters	#4
Under-8 (small-sided)	Four 12 min quarters	#3

Games at all age levels shall include a five-minute break at halftime. U-8 and U-9 games have a two-minute break between Quarters 1 and 2 and Quarters 3 and 4.

Maximum Roster Sizes: EYSA limits team rosters to 10 players for the U10 age level and to 18 players for U11 to U13. EYSA teams playing U10 through U13 games must give a properly completed Game Roster Sheet to the referee before each game.

**Coaches—Easy Roster Management!**  
Copy and enlarge the form on the next page. Write in team member information that does not change from game to game. Then photocopy with player names. Each game, you just cross out the players that do not get to play in a game.

Age Bracket	Roster Sheet	Score Reports	Misconduct form to use
U13 and under	EYSA (in this book)	Coaches (to EYSA)	EYSA
Recreational — U14-U19	District 2 form	Coaches (to District 2)	District 2
Select — U13 and up	District 3 form	referee	District 3

## THE LAWS OF THE GAME

The Laws of the Game come from FIFA. The US Soccer Federation endorses the international laws for the USA. WSYSA governs modifications for state youth programs. Each Association further modifies the Laws if local situations make further modifications advisable. Referees and coaches are encouraged to learn the Laws of the Game. This page provides a list but does not restate the entirety of the Laws.

**Law I — THE FIELD OF PLAY**

**Law II — THE BALL**

**Law III — THE NUMBER OF PLAYERS**

Details of these laws vary by age group. See Modifications in this Handbook.

**Law IV — THE PLAYERS' EQUIPMENT**

This law is discussed in detail elsewhere in this Handbook. Equipment must not be dangerous to a player or to others. Uniform, socks, shin guards, and safe footwear are required. NO jewelry is allowed during practices or games in WSYSA youth soccer.

**Law V — THE REFEREE**

Defines authority and role of the referee. The "advantage" rule is in this Law.

**Law VI — THE ASSISTANT REFEREES**

**Law VII — THE DURATION OF THE MATCH**

Often modified by age group, always at least two equal halves.

**Law VIII— THE START AND RESTART OF PLAY**

**Law IX— THE BALL IN AND OUT OF PLAY**

**Law X — THE METHOD OF SCORING**

These laws do not change with age groups.

**Law XI — OFFSIDE**

Within WSYSA, this Law is waived for U9 and younger age groups.

**Law XII — FOULS AND MISCONDUCT**

This Law does not change with age groups. Some advice about application of the Law is given on page 8.

**Law XIII— FREE KICKS**

Within WSYSA, no direct free kicks are awarded below U11. All kicks are indirect.

**Law XIV— THE PENALTY KICK**

Within WSYSA, no penalty kicks are awarded below U11. All kicks are indirect.

**Law XV — THE THROW-IN**

Within EYSA, an improper throw-in may be re-taken for U10 and younger ages.

**Law XVI— THE GOAL KICK**

**Law XVII— THE CORNER KICK**

These laws do not change with age groups.

## COMMON SITUATIONS and IMPORTANT LAWS

Referees should know the Laws of the Game. Youth referees also should know the Recreational and Small-Sided Game rule changes that come from WSYSA and EYSA. The next three pages of the Handbook summarize key rules governing common situations, including substitution rules, Law 11 (Offside), Law 12 (Fouls and Misconduct) and the strict ban on jewelry. Referees are encouraged to review these rules prior to each game.

### Substitution Rules (Note - WSYSA has adopted more liberal FIFA-style rules)

1. Either team may substitute at any stoppage of play; with the consent of the referee; *At all ages, the referee must approve any and all substitutions.*
2. An unlimited number of players may substitute, given the consent of the referee.
3. Substitution is not required after a player is cautioned with a yellow card. The referee should make eye contact with the player's coach and allow ample time for the coach to ask for a substitution of the player.
4. A red-carded player may not be substituted.
5. Coaches should be sure to tell referees about keeper substitutions.
6. The referee has the authority to limit substitutions in whatever way he or she thinks is helpful to game management.

### Law 11 - Offside

The following elements must be present for a player to be offside:

1. The player must be in the attacking half of the field.
  2. The player must be closer to the opponent's goal line than the ball.
  3. Fewer than two opponents must be between the player and the opponent's goal line.
  4. All the above conditions must exist at the time the ball is last touched by a teammate.
  5. The player must be involved in active play by: 1) interfering with play or with an opponent, or 2) gaining an advantage by being in that position.
  6. The player does not receive the ball directly from goal kick, corner kick, or throw-in.
- In summary, to be offside a player not only must be in an offside position (elements 1 through 3) but also must gain an advantage by being in that position. Therefore, a player in an offside position may not be whistled for an offside *infraction*. Referees interpret Law 11 by whistling the offside infraction only if the player receives the ball by pass or deflection. If a player runs into an offside position to take advantage of that position but does not receive the ball, referees do not whistle a foul.

Offside infractions apply when the ball is passed by an attacking teammate. Deflections by a defender do not nullify an offside infraction. If a defender gains control of the ball, then passes the ball to an offside attacker by mistake, there is no offside infraction.

If a player is declared offside, the referee awards an indirect free kick at the spot where the offside occurred. If the offense occurs in the goal area, the defenders' free kick shall be taken from any place in the goal area.

### Law 12 - Fouls and Misconduct

#### Direct Free Kick

Fouls calling for a direct free kick are known as penal fouls. A player has committed a penal foul if the player carelessly, recklessly, or with excessive force:

- (a) kicks or attempts to kick an opponent;
- (b) trips or attempts to trip an opponent;

## DURING THE GAME

The responsibilities of the referee during the game include the following:

1. Keep score for all U-10 and older games.
2. In U-8 through U-10 games, always explain to the players involved each call against him or her for fouls, misconduct, throw-in violations, or offside (U-10 only). In U-11 and older games use discretion in explaining calls to players. In all games, use discretion in explaining calls to coaches. Do explain briefly and courteously. Avoid lengthy discussion or argument.
3. In U8, U9 and U10 games, allow additional tries after improper throw-ins. After the last improper throw-in, let play continue. Do not turn the ball over to the other team.
4. Only one throw-in is allowed in U-11 or older games. The ball is turned over to the other team if the referee whistles for a improper throw-in.
5. Manage the game giving the highest priority to the players' safety. Stop the game quickly if you think a player is injured. If coaches or parents are yelling at you about an injury, stop the game first, let the coach attend to the player, and restart the game appropriately. Also see page 9, Handling of Injuries.

## AFTER THE GAME

The responsibilities of the referee after the game include the following:

1. Observe the shaking of hands between teams and coaches.
2. By the next day, report any cards issued to the Chairman of the EYSA judiciary committee. This is done on the EYSA Misconduct Report. One report must be filled out for each card issued. Report any problems with coaches or spectators to your individual clubs referee coordinator.
3. Complete, if necessary, a Misconduct Report form for each incident resulting in a caution or ejection.

### What to do when things are not right with fields or teams?

When the field or the number of players are not right, the referee and coaches should try to make arrangements to have a fair game for the players who are there.

If field lines are missing or wrong, use cones or bags to mark corners. Step off yardage from corners up the touch line to mark a penalty area across the entire end of the field.

If teams are uneven, coaches may swap or loan players. Referees should stay and officiate for a 3 vs. 3 game or even 2 vs. 2 if both teams arrive with only a few players.

### Helpful resources for referees:

[www.fifa.com](http://www.fifa.com)

Latest information about changes to the Laws

[www.wsysofpe](http://www.wsysofpe)

The state youth soccer association

[www.eysofpe](http://www.eysofpe)

EYSA web site, includes links to member clubs and helpful

information regarding tournaments and clinics

[www.us-soccer.com](http://www.us-soccer.com)

Click on "referee" then on "advice to referees" or "questions and answers"

## ADVICE TO REFEREES

### ATTITUDE

Referees contribute to the philosophy that youth soccer is safe, fun and fair. Referees of EYSA youth games, especially for Small-Sided Games, should carry out their duties as if they were teachers and older friends of all players. Your first duty is to enforce the laws of the game, but you should not forget your role as a teacher of younger players.

### EQUIPMENT

Wear the proper referee's uniform, including referee patch if you have earned one. Shirts should be FIFA/US-Soccer approved colors. Given various colors of EYSA clubs, EYSA recommends the black shirt with white pin-stripes for most games. Club referees may wear plain black shirts. All referees wear black shorts and either black or black-with-3-white-stripes socks. Avoid any team or club-logo wear.

The referee must bring the following to every game:

1. The FIFA Laws book and a copy of the EYSA soccer handbook (this book);
2. A stopwatch to keep time;
3. A whistle;
4. Red and yellow card packet, with paper & pencil to record game events;
5. A coin to flip;

Optional items a referee should bring to every game:

1. Water to drink.
2. Linesman flags, if you will ask for club linesmen.
3. An extra whistle and an extra watch.
4. A garbage bag or other way to keep your gear dry on rainy days.

### BEFORE THE GAME

Before each match, the referee must perform the following tasks:

1. Arrive 30 minutes before game time.
2. Inspect the field and goals and try to correct any problems. Be sure that goals are staked down or weighted down to avoid tip-overs.
3. Introduce yourself to and shake hands with the coaches.
4. Write down the name of each team and its coach, their soccer club, the players' age group, the field where the game is played, and the date and time of the game.
5. For U10 and older games, get team rosters from each coach.
6. Remind coaches that everyone should stay one yard away from the touchline and between the tops of each penalty area, and that teams and their spectators, players and coaches stand on opposite sides of the field.
7. Instruct coaches on procedures for substitutions.
8. If you ask for club linesmen, instruct them on their duties.
9. Inspect for safe equipment and shoes. Players must not wear any rings, watches, necklaces, etc. Shirts should be tucked in for the game. Players must wear shin guards and socks. Socks must completely cover the shin guard.

Five minutes before game time conduct coin flip with team captains. The visiting team calls the toss. The winner of the toss chooses which side to defend. The loser of the toss kicks off for the first half (or first quarter in U8 and U9 games).

- (c) jumps at an opponent;
- (d) charges an opponent;
- (e) hits or attempts to hit an opponent;
- (f) pushes an opponent.

A player has committed a penal foul (whether or not acting carelessly, recklessly or with excessive force) if the player:

- (a) when tackling makes contact with an opponent before making contact with the ball;
- (b) holds an opponent;
- (c) spits at an opponent;
- (d) deliberately handles the ball.

Note: accidental contact between ball and hand or arm is not a foul.

A penalty kick is awarded if the penal foul is committed in the player's penalty area.

NOTE: In the Small-Sided Game, all free kicks are indirect; there are no penalty kicks.

### Indirect Free Kick

The following, known as technical offenses, result in an indirect free kick:

- (a) Dangerous play;
- (b) Impeding the progress of an opponent (often called "obstruction" in the past);
- (c) Preventing a goalkeeper from releasing the ball from his hand;
- (d) Committing any other offense not previously mentioned in Law 12 for which play is stopped to caution or dismiss a player.

An indirect free kick is awarded to the opposing team if a goalkeeper, inside his own penalty area, commits any of the following five offenses:

- (a) Takes more than six seconds to release the ball from his hands;
- (b) Touches the ball again with his hands after it has been released from his possession and has not been touched any other player;
- (c) Touches the ball with his hands after 1.) it has been deliberately kicked to him by a teammate or 2.) he has received it directly from a teammate's throw-in.

### No Jewelry, Casts, or Splints Allowed

WSYSA and EYSA interpret Law IV strictly.

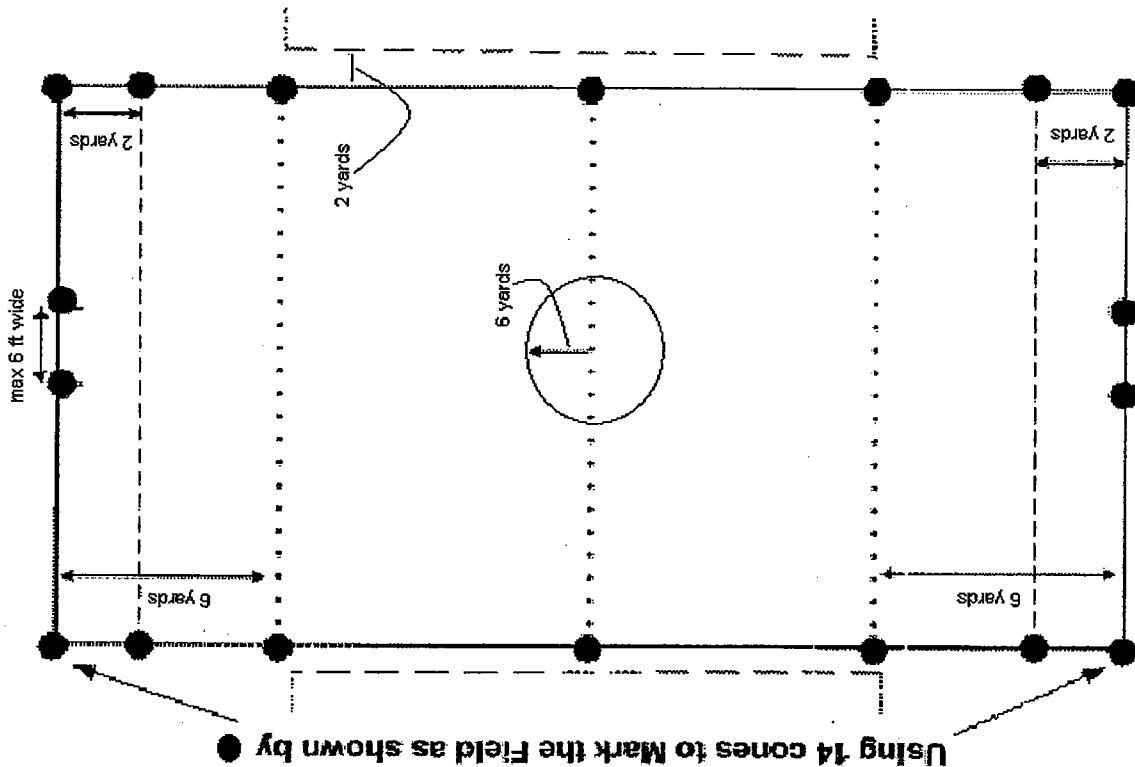
"A player must not use equipment or wear anything which is dangerous to himself or another player (including any kind of jewelry)."

Rings, bracelets, wristbands (even soft plastic or cloth) watches, earrings, barrettes, facial piercing jewelry, and necklaces are not permitted during games or practices. Even though parents or coaches may plead, ask the player to remove the disallowed item or he or she will not be allowed to play the game or practice.

No player shall be allowed to participate in a hard cast or splint — no exceptions! Any splint with a stiff strut of metal or other stiff material is not allowed on the field. Simple cloth wraps (e.g. Ace Bandages with tape over the metal clips) are acceptable.

Mouth guards are highly recommended. Soft, protective head-bands are permitted. They are not required by EYSA, WSYSA, US Soccer or FIFA, at this time. Hard-billed hats like baseball caps are not allowed. Keepers may wear a hat or cap with a short, soft bill.

## U8-U9 Small-Sided Field Map



### Summary of Disciplinary Sanctions for Misconduct:

Players guilty of the following offenses shall be cautioned (Yellow Card):

- Unsporting Behavior
- Dissent
- Persistent Infringement
- Delaying Restart of Play
- Failing to Respect the Required Distance
- Entering/Re-entering Field without Permission
- Leaving the Field without Permission.

Players guilty of the following offenses shall be sent off (Red Card):

- Serious Foul Play
- Violent Conduct
- Spitting at another Person
- Denying a Goal by Handling the Ball
- Denying a Goal by Other Unlawful Means
- Offensive, Insulting or Abusive Language
- Second Caution

Referees should not allow foul language or any physical or verbal abuse by or toward players, coaches, spectators, or the referee. Immediate enforcement of the laws of the game is warranted.

### The Small-Sided Game and Using Cards:

Misconduct that requires a yellow or red card is very rare in Small-Sided Games. Referees are advised to moderate their interpretation of offenses that might require cards for Small-Sided games.

Most cautions or "yellow-card" offenses should be whistled just as fouls. Then give the young player a one-to-one explanation of the problem and restart play.

Yellow cards should be given for incidents of Unsporting Behavior. Referees also may interpret most send-off "red-card" situations as Unsporting Behavior. Whistle the foul to stop play, explain the situation to the player, show the player a yellow card, and ask the coach to make a substitution. Be sure the coach knows the cause of the foul so he or she can continue explanation or correction of behavior on the sidelines.

Do show a red card and send a player off without substitution for serious incidents of misconduct — clearly violent conduct or grossly offensive language.

### Restarts After Stoppage of Play on the Field:

If play is stopped for injury or other interruption, the game is restarted by indirect free kick for the team in possession of the ball when the whistle was blown, or by dropped ball if neither team had possession.

#### Law XII - FREE KICKS

- A. All free kicks shall be indirect.
- B. Opposing players should be six (6) yards from the ball until the ball is kicked.
- C. A goal cannot be scored from an indirect free kick until the ball has been played or touched by a second player of either team.

#### Law XIII - PENALTY KICKS

- A. No penalty kicks shall be awarded.
- B. A foul committed by a defender inside his or her own penalty area shall result in an indirect free kick from that part of the penalty area line which runs parallel to the goal line, at the point nearest to where the infringement occurred.
- C. If the penalty area lines are not marked at six yards from the goal line, the referee will measure off six yards and determine the placing of the ball for the indirect kick.

#### Law XIV - THROW IN

- A. Conform to FIFA Laws of the game.
- B. Two re-throw tries shall be allowed. Referees should give brief corrective instruction. The same player, rather than a teammate, attempts the re-throw. The game is allowed to continue even if the second re-throw is not done correctly.

#### Law XVII - GOALKEEPER

- A. The goalkeeper may handle a ball passed deliberately back to him, as long as he is inside the penalty area. This applies to both U8 and U9 ages.
- B. U8 and U9: Goalkeepers may NOT punt balls after a save. The goalkeeper must throw the ball out to a teammate on the field.
- C. Referees will STRONGLY enforce protection of the goalkeeper from being kicked when holding the ball. Players and coaches will be reminded of this rule before games, and referees are instructed to blow their whistle quickly and loudly as soon as they see a player starting to kick a goalkeeper.

#### Law XVIII - SPORTSMANSHIP

- A. Coaches and players shake hands with opponents and thank the referee after each game.
- B. Coaches, managers, team officials and parents should not criticize game officials and should encourage the same attitude among all players and spectators.
- C. Publicizing game results is forbidden.
- D. Referees shall instruct opposing teams to stand on opposite sides of the field (This is EYSA policy—other associations may promote different sidelines arrangements).

#### Referee and Coach Protocols for Handling of Injuries:

Referees, coaches and players should ensure that injuries are treated quickly. The referee should stop the game as quickly as possible whenever a serious injury is suspected, such as a blow to the head, a possible broken bone or any form of bleeding. If an injury appears minor, the referee may wait until the next stoppage of play to address it.

If an injury occurs, players and coaches of both teams should alert the referee. The referee stops play and allows coaches or other persons to attend to the player. A referee should never attempt to treat an injury. He or she should inspect the player for bleeding and major injury. A bleeding or clearly injured player must leave the field before play restarts.

An injured player's coaches and team representatives should not come onto the playing field until the referee directs them to do so. However, certain exceptionally serious injuries -- such as a blow to the head -- may demand that coaches and others attend to the injury even before the referee has stopped the game. Meanwhile, the injured player's teammates and opponents on the field, using the "back off and take a knee" custom, should give plenty of space to the injured player and to the few people needed to attend to him or her.

If the referee stops play for an injury, the injured player must leave the playing field and may be substituted. The player may return only at the next stoppage of play.

When an injury stops play, the referee must keep track of how much injury time he or she might add. The referee also must determine the correct way to restart the game, i.e., by dropped ball or, as permitted by WSYSA rules, by indirect free kick by the team in possession of the ball at the time play was stopped.

#### Sportsmanship and Customs of Soccer

Some informal customs have developed in the world of soccer. These are courtesies and not rules that can be enforced. However, they show a spirit of fair play and courtesy.

- A. When a player is injured, he or she stays down, at least on one knee, to indicate that the injury is severe enough that play should stop and they should leave the field.
- B. If other players recognize the injury and the referee has not stopped the game, the players may stop play by kicking the ball out of bounds. When the injured player has left the field, the team that is awarded the throw-in is expected to throw the ball back to a player on the team that kicked the ball out. All this should be done in relatively neutral parts of the playing field.
- C. Players do not expect opponents or referees to stop clear goal-scoring opportunities unless the injury appears very serious and likely to require immediate attention.

#### Being a Good Host at the Field

- A. EYSA policy is that teams are on opposite sides of the field. This means players, coaches, and spectators. Spectators who choose to be on their opponent's side of the field should remain quiet.
- B. EYSA encourages the HOME team to give the visitors the nicer sideline. Typically, this is the sideline nearer the parking lot — but let the visitors choose.

### Referee Protocols for Unruly Coach or Spectator Problems:

Coaches and spectators should treat referees with respect. For more information, see "Advice for Coaches" and "Advice for Parents" on the EYSA website (links are on the home page of [www.eysa.org](http://www.eysa.org)). A coach or spectator is disrespectful and unruly if he or she is persistently and loudly complaining, dissenting, or swearing about the referee's work on the field. Referees are trained to ignore the occasional groan or witty and literate wisecrack about a call that displeased a coach or spectator.

In general, referees do not show cards to unruly coaches or spectators. Referees are trained to give a *private warning* to a coach who is unruly. If the coach's or spectator's behavior persists after the private warning, a *public warning* is given. The coach is advised that the behavior must stop or the persons involved will be asked to leave the field and area of play. If the public warning is ignored, then the referee *asks the coach to leave*, or asks the coach to have the offending spectators leave. At this time, the referee advises the coach that *game abandonment* is likely if the offending persons do not leave.

If a game must be abandoned, the referee advises the opposing team of the situation and abandons the game. Referees should leave the field at this time. They should be sure to take prudent steps to leave safely. Youth referees should leave with an adult or go to a public area nearby.

Any misconduct that required a warning from the referee must be reported to the referee's club coordinator, and may be reported to EYSA using the EYSA Misconduct Report. Any situation that leads to the sending away of a coach or spectator, or leads to abandonment, must be reported on an EYSA Misconduct Report.

### Protocols for Handling Referee Abuse:

Formally, "abuse" of the referee is any physical gesture or verbal statement that includes a threat of harm. If such behavior occurs, the referee is to abandon the game immediately and take prudent steps to be able to leave safely. The incident is reported to club, EYSA, and WSYSA. Investigation, hearings, and subsequent disciplinary actions are the responsibility of WSYSA. Their committees may ask for help from EYSA and the involved clubs. Abuse is a serious offense. If a coach or parent thinks that abuse has occurred, they should report the events to their club referee coordinator, even if the referee does not plan on reporting an incident.

### Protocols for Supervising Referees:

EYSA encourages member clubs to have adult referees watch games being run by youth referees, especially for younger referees or club-trained Small-Sided Game referees. *The supervising referee should be in uniform.* Occasionally, the adult may have to assist the youth with a difficult situation. Also, a visit and words of encouragement at a quarter break or at half time are very helpful for youth referees. However, before walking onto a game field to talk to the youth, the adult referee needs to be in uniform and should clearly ask permission to step onto the field. Good role modeling of expected behavior helps.

D. GENDER: A team shall consist of either boys or girls.

### LAW IV - PLAYER'S EQUIPMENT

- A. See the instructions under Law IV for U10 Small-Sided soccer, on page 11.
- B. Shin guards must protect at least half the lower leg, and must be covered by the socks.

### LAW V - REFEREES

- A. Trained referees should be used. Coach or parent referees are acceptable; they must act as a neutral referee and not as an on-field coach for their team. If a club referee is not available, each team provides a referee for half of the game.
- B. The referee's decisions shall be final.
- C. Referees shall explain infractions to the offending player.

### LAW VI - DURATION OF GAME

- A. The game shall be divided into equal quarters of twelve (12) minutes each, with a two-minute break between quarters and a 5-minute half-time break.
- B. Possession at kick-off changes every quarter. Teams change ends only at half time.

### LAW VII - START OF PLAY

- A. Opponents shall be at least 6 yards away from the team with kick-off. The referee will step off 6 paces to show the players the distance.
- B. The ball must move forward at kick-off. If a player kicks the ball backwards, the referee will restart the game and explain proper kick-off to the players. On the restart, let play begin regardless of where the ball is kicked.
- C. The kicker cannot play the ball again until it is touched by another player of either team.
- D. At kick-off, the kicker cannot score directly. The ball must touch another player first.

### LAW IX - METHOD OF SCORING

- A. The whole ball must cross the goal line between the posts and under the cross bar.
- B. When using corner-flag posts or similar high side-posts to mark a goal, (1) the flight of the ball must be wholly under a line between the tops of the posts for a goal to count, and (2) the flight of the ball must be wholly within the post. The referee may award a goal if a ball brushes the post in flight, causing minimal bending of the post.
- C. If a goal is marked by cones, then a goal is counted if the flight of the ball is wholly under a height pre-determined by the referee before the game starts. EYSA recommends a neutral standard, such as above the up-stretched fingertips of the goalie.
- D. All judgments by a referee about a counting a goal are final. Referees should tell coaches how they will call goals before the game starts.

### LAW X - OFFSIDE

- A. The offside rule does not apply. However, the intent of the rule will be followed.
- B. A referee can call an offside foul if a player is repeatedly positioned in an offside position close to the opponent's goal (e.g. inside the penalty area), irrespective of the location of the ball on the field.
- C. The restart is an indirect free kick, after the referee gives an explanation for the foul.

### LAW XI - FOULS AND MISCONDUCT

- A. All fouls shall result in an indirect free kick.
- B. The referee shall explain all infractions to the offending player.
- C. Slide tackling is not allowed for ages U10 and below.
- D. See "The Small-Sided Game and Referees Using Cards" on page 8.

- D. The prohibition against a goalkeeper's handling a ball passed directly to him or her by a teammate shall apply to U10 Small-Sided soccer.
- E. The goalkeeper may punt the ball up field after a save.

**Law XVIII - SPORTSMANSHIP**

- A. Coaches and players shake hands with opponents and thank the referee after each game.
- B. Coaches, managers, team officials and parents should not criticize game officials and should encourage the same attitude among all players and spectators.
- C. Publicizing game results is forbidden.
- D. Game scores are reported to the EYSA score keeper, but shall not be publicized. Score also is kept by the referee. Reporting of scores is the responsibility of the coaches. In case of doubt, the referee's final recorded score is considered as the truth. Referees are instructed to keep their game notes until two months after the end of the season.
- E. Referees shall instruct opposing teams to stand on opposite sides of the field (This is EYSA policy—other associations may promote different sidelines arrangements).

**MODIFICATIONS for the SMALL-SIDED GAME U8 and U9 in 2005 !!**

The following WSYSA and EYSA modifications to the Laws of the Game apply to U8 and U9 games in calendar year 2005. If a particular section of the Law has no modifications, then general EYSA, WSYSA, or FIFA rules for competition apply.

**Law I - THE FIELD**

- A. Fields may be lined or marked with cones or woz-markers. See H, below, for size.
- B. No center circle is needed. If one is marked, it should be six (6) yards in radius.
- C. Corner arcs and corner flags are not needed.
- D. The goal size is a maximum of six (6) feet high and eight (8) feet wide. Goals may be defined by corner flags or cones (See Method of Scoring).
- E. Goal area: two (2) yards into the field of play, across the width of the field.
- F. Penalty area: six (6) yards into the field of play, across the width of the field.
- G. A penalty mark is not needed. (see Law XIII, Penalty Kicks, on the next page).
- H. Recommended field size is 25 yards wide and 40 yards long for both U8 and U9. For minimum and maximum sizes by age group, see WSYSA Administrative Handbook.
- I. Players, coaches and spectators shall remain between the penalty areas and at least two yards back from the touch line. Coaches and spectators may not enter the field of play during the match without the referee's permission.
- J. Teams will be on opposite sidelines.

**Law II - THE BALL**

- A. For U8, use a #3 ball. For U9, use a #4 ball.

**Law III - NUMBER OF PLAYERS**

- A. Each U-8 Small-Sided team shall have a maximum of 4 players on the field, one of whom shall be the goalkeeper. Roster size is limited to a maximum of 8 players.
- B. Each U-9 Small-Sided team shall have a maximum of 5 players on the field, one of whom shall be the goalkeeper. Roster size is limited to a maximum of 9 players.
- C. PLAYING TIME: Each player shall play at least half of every game, with exceptions for inappropriate behavior or persistent failure to attend team practices. No player may be goalkeeper for more than half of any game. These rules will be enforced by the coaches, not by referees at games.

**MODIFICATIONS to the LAWS of the GAME for SMALL-SIDED PLAY - U10**

This section of the Handbook reviews the Laws of the Game with WSYSA modifications for Small-Sided Play for the Under-10 age group. Local EYSA rules also are listed.

**Law I - THE FIELD**

- A. A halfway line and a center circle with a 10 yard radius shall be marked.
- B. Corner arcs are helpful, but are not required.
- C. The penalty mark and the penalty arc are not required.
- D. Recommended goal size is six (6) feet high and twelve (12) feet wide.
- E. Goal area is six yards wide from each goal post and six yards into the field of play.
- F. Penalty area is six yards wider to each side and 6 yards deeper than the goal area.
- G. EYSA recommends using the maximum field size from WSYSA— 35 yards wide and 55 yards long. 50 yds is OK. Minimum field size is 30 yards wide by 35 yards long.
- H. Players, coaches and spectators shall remain between the penalty areas and at least two yards from the touch line. Coaches and spectators may not enter the field of play during the match without the referee's permission.
- I. Teams will be on opposite sidelines.

**Law II - THE BALL**

- A size #4 ball.

**Law III - NUMBER OF PLAYERS**

- A. Each U10 team shall have no more than 6 players on the field, one of whom shall be the goalkeeper. Roster sizes shall be limited to 10 players.
- B. PLAYING TIME: Each player plays at least half of every game, with exceptions for behavior or persistent failure to attend team practices. Playing time will be enforced by the coaches, not by referees at games.
- C. GENDER: A team shall consist of either boys or girls.

**Law IV - PLAYER'S EQUIPMENT**

- A. All players must wear a club-approved uniform:

  - A. Jersey or shirt, tucked in.
  - B. Shorts (trousers or tights permitted if shorts are worn over them)
  - C. Shin guards, covered entirely by socks, and protecting more than half of the lower leg
  - D. Approved soccer shoes (may be tennis or sport shoes, should not have front-of-toe cleats or sharp spikes)

**Law V - REFEREES**

- A. Trained referees should be used. Referees should be at least 12 years old and should be two years older than the age designation of the teams (A referee for U10 is at least 12 years old). Referees should avoid games played or coached by a sibling or a parent.
- B. The referee's decisions shall be final.
- C. Referees shall explain infractions to the offending player.

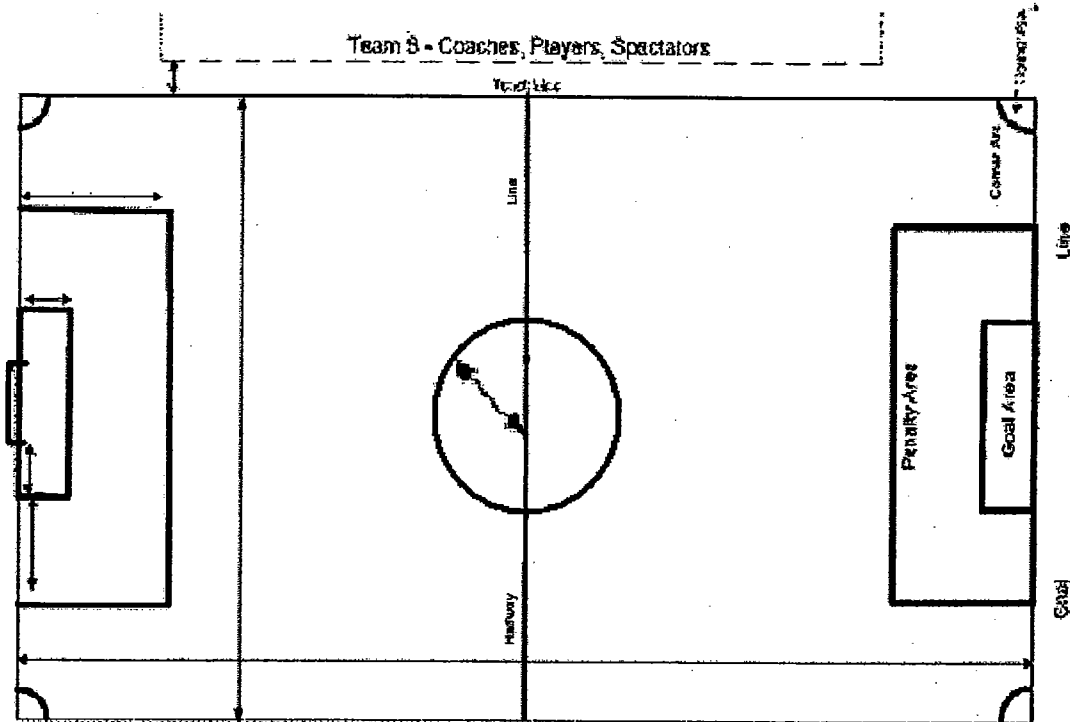
**Law VI - DURATION OF GAME**

The game shall be divided into equal halves of 25 minutes each, with a five-minute half-time break. Teams change ends and attack the opposite goal at half time.

**Law VII - THE START OF PLAY**

- A. Opponents must remain outside the center circle until the ball is in play.
- B. The ball is not in play until it travels forward.
- C. The ball may not be touched by the first player until another has touched the ball.

**U10 Small-Sided Field Map**  
(see text on page 11)



**Law VIII - BALL IN AND OUT OF PLAY**

The ball is out of play only when 1) it has wholly crossed the goal or touch lines or 2) play has been stopped by the referee.

**Law IX - METHOD OF SCORING**

The whole of the ball must cross the goal line between the goal post and under the cross bar, unless the scoring team has committed an infringement.

**Law X - OFFSIDE**

U-10 play shall conform to FIFA offside rules. If the referee calls an offside offense, he or she shall give a brief explanation to the players involved. The game is restarted with an indirect free kick where the offside infraction occurred.

**Law XI - FOULS AND MISCONDUCT**

- A. All fouls shall result in an indirect free kick.
- B. The referee shall explain all infractions to the offending player.
- C. Slide tackling is not allowed at U10 and below. The penalty against the offending team will be an indirect kick for the opposing team.

**Law XII - FREE KICKS**

- A. All free kicks shall be indirect.
- B. Opposing players shall remain at least ten (10) yards from the ball.
- C. A goal may not be scored from an indirect free kick until the ball has been played or touched by a second player of either team.

**Law XIII - PENALTY KICKS**

No penalty kicks shall be awarded. A foul committed by a defender inside his or her own goal area shall result in a free kick from six yards into the field from the goal line, at the point nearest to where the infringement occurred. The referee should place the ball.

**Law XIV - THROW IN**

- A. One re-throw shall be allowed if a foul throw occurs. Referees should give brief corrective instruction. The same player, rather than a teammate, attempts the re-throw. The game is allowed to continue even if the re-throw is not done correctly.

**Law XV - GOAL KICK**

- A. May be taken from any point inside the goal area. Opponents must remain outside the penalty area. Defending players may be inside the penalty area.
- B. After the goal kick, no player may touch the ball until it leaves the penalty area.
- C. If the ball does not exit the penalty area completely, the goal kick is re-taken.

**Law XVI - CORNER KICK**

- A. Opposing players should be ten (10) yards away from the kicker.
- B. May be taken from any point inside the corner area, even if not marked on the field.

**Law XVII - GOALKEEPER**

- A. No opponent shall touch a goalkeeper possessing the ball. The ball shall be considered in the goalkeeper's possession whenever the goalkeeper is touching the ball inside the penalty area with any part of the hand or arm.
- B. Referees will STRONGLY enforce protection of the goalkeeper from being kicked when holding the ball. Players and coaches will be reminded of this rule before games, and referees are instructed to blow their whistle quickly and loudly as soon as they see a player starting to kick a goalkeeper.
- C. If the goalkeeper takes longer than six (6) seconds to put the ball back into play, the referee shall instruct the goalkeeper about the time limit.



## THOUGHTS FOR PARENTS

Prepared by the EYSA Judiciary Committee

Soccer is a team sport. The sport is great because coaches coach, teams play, referees give the game its structure, and parents make soccer clubs happen. Be supportive to all the "players." Always accentuate the positive. Here are some helpful hints for parents that will make youth soccer more fun for all.

### 1) Help your coach run a good team:

- a) If you want your child to improve his or her skills and performance, then get the child to practices and give them chances to have fun practicing around home. The parents' primary jobs are to pay, drive, and offer positive support.
- b) You can help the team by volunteering for one of the many tasks that make the team run smoothly ... coordinating pictures, snacks, first-aid, or a telephone tree, or being an assistant coach or a referee, or what-have you ... check with your team coach or team manager.
- c) Help your player get ready for practice & games by having the right clothing & equipment. Soccer shoes & shin guards are a must. Socks go outside shin guards and cover them completely. Mouth guards are a good idea, especially for goalies. Hat, gloves, leggings, and polypropylene or similar undershirt are often needed for those wet, cold fall days. Yes, yes, soccer is played in the rain. Every player should take a ball and a water bottle (preferably filled) to practice. Remove jewelry (earrings, watches, necklaces, etc.). Pick your child up promptly from practice or a game.
- d) Many coaches are working without enough at-practice support. A second parent with some skills really enhances every practice. Even an unskilled parent can go through the drills and small-sided practices with the team. A second adult can coax a reluctant player along, take a disruptive child out of the way, or help a coach keep things going if a player is ill or injured. Do be sure you and the coach communicate and place final authority with the coach.
- e) Everyone agrees that communication is very important. If anything at all is bothering your child, let the coach know as soon as possible. Give him or her the opportunity to adjust to make your child's experience more rewarding and enjoyable.
- f) More coaches are needed at all playing levels! If you think you can, then talk to your club about volunteering. Coaching clinics and other assistance is readily available.

### 2) Expectations for parent behavior at game time:

- a) Accentuate the positive. Support good sporting conduct. Youth soccer is not the XFL!
- b) Before the game, there are three things to tell your player: (1) I love you, (2) Good luck, and (3) Have fun. Leave the coaching to the coach.
- c) During the game, support your child & teammates with positive comments (great job, nice pass, etc.). Do not tell them what to do. Leave the coaching to the coach.
- d) After the game, there are three things to tell your player: (1) I love you, (2) it was great to see you play, and (3) what would you like to eat? Do not analyze their playing or the game. Promote good sportsmanship. Stress the positives. Rise above the negatives.

### 3) Respect the referees:

- a) Yes, referees make mistakes, but so do the players and coaches. It is not acceptable to yell at the referee. The coach is held responsible for parent behavior and can be cautioned for any

spectator's behavior. Youth soccer is not the time to "chew on" or harass a referee. Also, the youth referee may be the son or daughter of one of your business or neighborhood acquaintances. A rude and obnoxious parent often embarrasses himself or herself and usually mortifies their child.

- b) FYI: Many recreational and club select games are refereed by teenagers. They must be FIFA licensed at grade 8 or above, which requires a week of classes and some practical training. Mod refs are almost all teenagers. Mod referees get four hours of instruction from their clubs. All referees are volunteers who deserve respect and praise for their efforts.
  - c) More referees are needed, especially adults. Being a referee is good exercise and can be fun. The training classes are not hard. For teenagers, refereeing is a good source of extra income and job or college references.
  - d) While soccer is a simple game, its rules are often misunderstood. For example, just because the ball touches a hand doesn't mean it is a "hand ball". We follow the international rules (FIFA), with a few modifications that are listed on the EYSA web site in the Development section ([www.eysa.org](http://www.eysa.org)).
- 4) Where to be when watching a game:
- a) Teams should set up on opposite sides of the field from each other (an EYSA rule). Please comply cheerfully when the referee enforces this rule. Tradition says that the home team has the choice of side, while the visiting team has choice of jersey.
  - b) Be at least 3 feet back from the touchline (the sideline is the "touch" line in soccer).
  - c) Be towards the middle of the field. Spectators and coaches are not allowed closer to the goal line than the top of the penalty box. No one is allowed behind or near the goal area.
- 5) Being a "club lines person" with the out-of-bounds flag:
- a) The referee may ask for a parent's help with ball-out-of-bounds and give the volunteer parent a flag. The mechanics are simple. First, keep up with the play and be close to the action. The ball has to go all the way over the line to be out. You put flag up in the air and point towards the goal of the team that last touched the ball. This will be the attacking direction for the team that gets awarded the ball. If in doubt, put flag straight up and let the referee decide on direction.
  - b) If you are a club lines person, you must be fair and not coach your team. Sometimes the referee sometimes overrules your direction. He or she may have seen something from a different angle, and he is the final authority on the field.
- 6) What about injuries?
- a) When an injury occurs, the referee will stop the game, although he or she may let a scoring opportunity play itself out first. After an injury, parents should not go onto the field, even for their own children. That is the job of the coach. After the coach has been waved onto the field and has examined the player, parents may be waved on to help. Do not enter the field without permission. Never criticize the referee, even though feelings may run high after an injury.
  - b) Coaches should teach players that an injured player gets down and stays down. It is a universally accepted sign to referees that a player is injured. If the game stops because a player stays down, that player should leave the field and have a substitute.
  - c) The parent or adult in charge of a team's first aid kit should be ready to assist a player when he or she comes off the field.

## Attachment C: Insurance Requirements and Documentation of Coverage

- A. **FOR ALL COVERAGES.** Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval. If coverage is approved and purchased on a "claims made" basis, the EFC warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Agency under this Contract.

The EFC 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 by said policies, 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 Contract.

B. **MINIMUM SCOPE AND LIMITS OF INSURANCE**

Pursuant to the terms of this Contract, for the operations and maintenance of the facility the EFC shall maintain coverage and limits for no less than:

1. **General Liability:**  
Insurance Services Office form number (CG 00 01) covering COMMERCIAL GENERAL LIABILITY \$1 Million combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2 Million aggregate limit.
2. **Automobile Liability: If operations require vehicle usage.**  
Insurance Services Office form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9. \$1 Million combined single limit per accident for bodily injury and property damage.
3. **Workers' Compensation: If EFC or Sub-contractor has employees**  
Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law. Statutory requirements of the state of residency.
4. **Stop Gap/Employers Liability: If EFC or sub-contractor has employees**  
Coverage shall be at least as broad as the protection provided 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. Limit: \$1 Million

C. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the EFC's liability to the County and shall be the sole responsibility of the EFC.

D. **OTHER INSURANCE PROVISIONS**

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

1. **Liability Policies Except Professional and Workers' Compensation**
  - a. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the EFC in connection with this Contract. Such endorsement shall include Products-Completed Operations.
  - b. The EFC's 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 shall not contribute with the EFC's insurance or benefit the EFC in any way.
  - c. The EFC's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. **All Policies**  
Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the County.

- E. **ACCEPTABILITY OF INSURERS.** Unless otherwise approved by the County, Insurance is to be placed with insurers with Bests rating of no less than A:VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII. Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by King County. If, at any time, the foregoing policies shall fail to meet all requirements noted herein, or if a company issuing any such policy shall be or become unsatisfactory to the County, the EFC shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

- F. **VERIFICATION OF COVERAGE.** The EFC shall furnish the County with certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

- G. **SUBCONTRACTORS.** The EFC shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

Client#: 7905

WASHING1

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 5/4/2006
<b>PRODUCER</b> Thilman Filippini, LLC One East Wacker Drive Suite 1800 Chicago, IL 60601-1802	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Washington State Youth Soccer including their leagues, teams, players, etal. 500 S. 336th Street, Suite 100 Federal Way, WA 98003	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Markel Insurance Co.</b> INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b> 119

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Includes Participants GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>	8502AH0276541	09/01/05	09/01/06	EACH OCCURRENCE \$1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000				
		MED EXP (Any one person) \$5,000				
		PERSONAL & ADV INJURY \$1,000,000				
		GENERAL AGGREGATE \$5,000,000				
		PRODUCTS - COMP/OP AGG \$2,000,000				
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	8502AH0276541	09/01/05	09/01/06	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$
		OTHER THAN AUTO ONLY: EA ACC \$				
		AGG \$				
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
		AGGREGATE \$				
		\$				
		\$				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Accident Ins. Full Excess	4102AH2446363	09/01/05	09/01/06	Med Max: \$100,000 Ded.: \$100 Per Claim

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 All operations of the Washington State Youth Soccer Association and their registered members. The certificate holder is named as an additional insured with respects to the liability coverage. Certificate is issued on behalf of Eastside Youth Soccer Association (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> Preston Athletic Fields and Coomunity Park/King County Preston Fall City Rd. SE and SE 87th Pl. Preston, WA 98027	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Thomas W. Filippini</i>
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**DESCRIPTIONS (Continued from Page 1)**

POLICY NUMBER: 8502AH027654 Washington State  
Youth Soccer Assoc. 9/01/05-9/01/06

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

King County, its officers, officials, employees and agents.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.