

INTERLOCAL AGREEMENT

between the

**Parks and Recreation Division of the King County Department of Natural Resources and Parks,
and the
City of Maple Valley**

THIS AGREEMENT, made and entered into as of the date last set forth below by and between King County, a home rule charter county, through the Parks and Recreation Division of its Department of Natural Resources and Parks, (hereinafter "Division" or "King County") and the City of Maple Valley, Washington, a non-charter code city and municipal corporation organized pursuant to RCW Title 35A (hereinafter "City"), for contribution of funds towards the design, development, and construction of Combination Fields #1 and #2 and related infrastructure (two synthetic multiuse athletic fields) (the "Facility") at Ravensdale Park.

RECITALS

- A. King County is a home rule charter county that, among other things, provides regional and rural parks, recreation, and sports facilities for public use. RCW 36.68.090 authorizes the King County to build, construct, care for, control, supervise, improve, operate and maintain parks, swimming pools, and other recreational facilities.
- B. The City is a non-charter code city and municipal corporation organized pursuant to RCW Title 35A, with all of the applicable rights, powers, privileges, duties and obligations of a non-charter code city as established by law.
- C. The Ravensdale Park Foundation ("RPF") is a community-based nonprofit organization with a mission to steward the Ravensdale Park Master Plan on behalf of public users and other stakeholders of King County's Ravensdale Park.
- D. The City desires to support the development of public recreation facilities that provide recreational opportunities for its constituents which comprise approximately sixty percent of the youth served by RPF member organizations, and to secure field time for City contracted and/or operated programs distinct from those offered by RPF.
- E. RPF has the experience, ability, and resources to develop synthetic ballfields and related infrastructure and intends to develop the Facility for public use, with an expected infrastructure life of approximately thirty years with standard turf carpet replacements every ten years.
- F. RCW 36.89.050 authorizes King County to participate with other local governments in the financing, acquisition, construction, development, improvement, use, maintenance and operation of open space, park, recreation and community facilities.
- G. Under King County Code Section 2.16.045.E.1 the duties of the Division include providing active recreation facilities by facilitating agreements with other jurisdictions and entities.

- H. Pursuant to a Use Agreement between RPF and the County (the "RPF Use Agreement"), a form of which is attached hereto as Exhibit A, RPF will be responsible for designing, permitting and constructing the Facility consistent with the terms of such RPF Use Agreement.
- I. Consistent with the terms of this Agreement, the RPF Use Agreement shall reflect that one thousand (1,000) annual hours of first priority field use scheduling will be allocated to City contracted and/or operated programs at the Facility during peak field hours. Peak field hours are defined as 5:00 p.m. - 10:00 p.m. on weeknights and 9:00 a.m. – 10:00 p.m. on weekends.
- J. King County and the City have determined that constructing the Facility at King County's Ravensdale Park will have significant public recreation value.

NOW, THEREFORE, in consideration of the promises and commitments made herein, King County and the City of Maple Valley agree as follows:

AGREEMENT

- 1. **PARTIES.** The parties to this Agreement are the Division and the City. There are no other parties and no third party beneficiaries. This Agreement creates no legal right, obligation, or cause of action in any person or entity not a party to it. The parties' representatives are identified below. All communication, notices, coordination, and other aspects of this Agreement shall be managed by the parties' representatives. Either party may change or substitute its representative at any time during the term of this Agreement by providing written notice to the other party.

The Division's representative is:
Jessica Emerson, Section Manager
Parks and Recreation Division
Department of Natural Resources & Parks
201 South Jackson Street, Suite 700
Mailstop: KSC-NR-0700
Seattle, WA 98104-3855
Email: jessica.emerson@kingcounty.gov
Phone: 206-477-4563

The City's representative is:
Greg Brown, Director
City of Maple Valley
Parks and Recreation
PO Box 320
Maple Valley, WA 98038
Email: greg.brown@maplevalleywa.gov
Phone: 425-413-8800 ext. 663

- 2. **TERM.** Except as it may be later amended in writing pursuant to Section 23, or unless it is terminated as provided herein, the term of this Agreement shall commence on the date it is fully executed, and end on the thirtieth anniversary of the first day the Facility is open to the public.
- 3. **CONSIDERATION.**
 - A. If the conditions in this section are satisfied, the City shall remit to the County Two Million Dollars prior to March 31, 2014, which funds shall be disbursed by the County exclusively to pay for Facility related design and construction expenses. The City's obligation to remit Two Million Dollars to the County is

contingent upon the King County Council appropriating and paying equal funds of Two Million Dollars toward the Ravensdale Park Foundation for the construction of the Facility pursuant to the RPF Use Agreement. The City shall be under no obligation, directly or indirectly, to pay for any labor, material, or improvement associated with the Site or the Facility in excess of the Two Million Dollars contribution detailed above. The County shall use the City funds for these Facility related construction costs, and no other.

- B. For the first ten (10) years City contracted and/or operated programs shall be allocated one thousand (1,000) peak field hours of Facility use on an annual basis, PROVIDED that the City acknowledges and agrees that RPF programs shall also receive first priority public use scheduling at the Facility up to five thousand (5,000) peak hours per year, for years one through ten, pursuant to the terms and conditions set forth in the Separate Agreement attached hereto as Exhibit A, and PROVIDED FURTHER that the City agrees to work in good faith with RPF to schedule each party's allocation of priority hours at Ravensdale Park. Peak field hours are defined as 5:00 p.m. - 10:00 p.m. on weekdays and 9:00 a.m. - 10:00 p.m. on weekends. For the first ten (10) years of operation, the City shall be charged a reduced rate of Sixteen Dollars (\$16.00) per hour, per field. For every hour of annual use beyond the 1,000 hours, the City shall pay King County the standard hourly rate established for the Facility. The City's reduced hourly rate does not include ballfield lighting, which shall be charged at the Division's standard rate. After the City has received its annual allocation of hours, it may, on a monthly basis, opt to waive any portion of its allocated hours and have them reallocated to RPF or other users by the County at the County's discretion. The City shall not incur any charges for field time or lights associated with any hours that are waived pursuant to this provision. The City acknowledges and agrees that the City and RPF's youth programming shall be given preference in determining allocation of the earlier times slots during the weekday and weekend peak field hours.
- C. This Agreement is for a term of thirty years. During the course of this thirty-year term, the parties anticipate that the Facilities may need additional capital improvements/investments to maintain the quality of the Facility. The County and the City reserve the right to negotiate supplemental terms to this agreement if necessary, relating to the need for additional capital investments. At two points during the term of this contract, at least twelve months before the end of the first ten years of the contract and the second ten years of the contract, the parties shall determine if such capital improvements are necessary. If so, the parties may supplement the terms of this agreement accordingly by mutual agreement. In addition, the parties may determine if supplemental terms regarding lighting, priority use, hourly use or other details are necessary at the same two points during the term of this contract. King County shall retain ownership of the Site and the Facility, including all improvements, permanent fixtures, and county-purchased equipment. The City shall have no obligation to contribute toward any additional capital investments that might be deemed necessary.

D. The City shall remit Facility use payments to the Division at the address below:

King County Parks / Regional Scheduling Office
PO Box 2798
Renton, WA 98056

4. **USE OF BOND PROCEEDS FUNDS.** All funds remitted hereunder to the County from proceeds of bonds issued by the City (referred to herein as the "Bond"), which is expected to comprise \$1,500,000 of the \$2,000,000 remitted pursuant to Section 3(A) above, shall be used by the County only and solely for the purposes described in this Agreement. The County hereby agrees to consult with bond counsel to the City with respect to any proposed change in use of the Facility from athletic fields to another use.
5. **DISPUTE RESOLUTION.** In the event any dispute regarding this Agreement cannot be resolved by informal methods, then prior to commencing litigation or taking any administrative action, the aggrieved party shall notify the other in writing of the particulars of the grievance, and the other party shall reply in writing within ten working days, setting forth its position and stating what, if any, action it will take with respect to the grievance. The aggrieved party shall respond in writing, indicating its satisfaction or dissatisfaction, as the case may be; in the event the aggrieved party is dissatisfied, the parties shall then meet in person and confer in good faith to resolve their differences before litigation is commenced.
6. **ANTI-DISCRIMINATION.** In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, sexual orientation, gender identity or expression, age (except minimum age and retirement provisions), marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, lay-off, or termination, rates of payor other forms of compensation, and selection for training, including apprenticeship. Further, 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, gender identity or expression, 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.
7. **FINANCING CONTINGENCY.** The City's funding obligations herein are contingent on the City's satisfactory completion of a sale of bonds, the proceeds of which will be used to satisfy the City's obligation.
8. **COMPLIANCE WITH ALL LAWS AND REGULATIONS.** The City and the County agree to comply with all applicable laws, ordinances and regulations from any and all authorities having jurisdiction over it, the activities contemplated in this Agreement.

9. INSURANCE. No insurance certification is required. However, the Parties agree to maintain premises and vehicle liability insurance in force with coverages and limits of liability that would generally be maintained by similarly situated agencies, and workers compensation insurance as may be required by Washington State statutes.
10. BREACH BY COUNTY. If the County fails to perform its obligations under this agreement after the City has satisfied its funding obligation, including issuing any required permits for the facility, the City shall have available to it any legal or equitable remedies including specific performance.
11. NO EMPLOYMENT RELATIONSHIP. With regard to any of the City's programming or activities at the Facility which occur pursuant to this Agreement, the City is an independent Contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the Division for any purpose. The City 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 Division employee under state or local law. With regard to the City's programming, the Division assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the City, its employees, subcontractors and/or others by reason of this Agreement. The City shall protect, indemnify, and save harmless the Division, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the City of Maple Valley's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the City of work, services, materials, or supplies in connection with or support of the performance of this Agreement.
12. INDEMNIFICATION AND HOLD HARMLESS; RELEASE AND WAIVER. The City of Maple Valley and the County agree to defend, indemnify and hold harmless each other, their respective officials, agents and employees, from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses (including reasonable attorney fees) that arise out of or are related to the negligent acts or omissions of the indemnifying party, (and its officials, agents, employees acting within the course and scope of their employment) the performance of said party's obligations under this Agreement or the exercise of a party's rights and privileges under this Agreement. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying party and its actors.

The foregoing provisions specifically and expressly intend to constitute a waiver of each party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

13. ENTIRE AGREEMENT. This Agreement and any and all attachments expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the Division and the City. It replaces all other negotiations and agreements. There are no terms, obligations, allowances, covenants, or conditions other than those contained herein.
14. WAIVER. Waiver or breach of any provision 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 the Parties, which shall be attached to the original Agreement.
15. ATTACHMENTS.
Exhibit A: Use Agreement between the Parks and Recreation Division of the King County Natural Resources and Parks and the Ravensdale Park Foundation for the Construction and Public Use of Combination Fields #1 and #2 at Ravensdale Park.
16. POLICE POWERS. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the Division or the City.
17. IMPOSSIBILITY. 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 Event 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.
18. NO PARTNERSHIP. Nothing contained herein shall make, or be deemed to make, the Division and City a partner of one another, and this Agreement shall not be construed as creating a partnership or joint venture.
19. SINGULAR AND PLURAL. Wherever the context shall so require, the singular shall include the plural and plural shall include the singular.
20. 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.
21. GOVERNING LAW. This Agreement is made under and shall be governed by the laws of the State of Washington.
22. JURISDICTION AND VENUE. King County Superior Court shall have jurisdiction over any litigation arising under this Agreement, and the venue for any such litigation shall be the King County Superior Court in Seattle, Washington.

23. AMENDMENT. This Agreement may be modified or amended only if the amendment is made in writing and is signed by King County and the City with this same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

King County, Parks and Recreation Division

City of Maple Valley

By _____
Kevin R. Brown, Division Director

By _____
David Johnston, City Manager

Date _____

Date _____



USE AGREEMENT

between the

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

and the

Ravensdale Park Foundation

for the

Construction and Public Use of Phase 1 and Phase 2 Improvements

at

Ravensdale Park

This Agreement ("Agreement") is entered into by and between the Parks and Recreation Division of the King County Department of Natural Resources and Parks, (hereinafter "Parks" or "Division") and the Ravensdale Park Foundation (hereinafter "RPF") (collectively, the "Parties") for:

- (1) Continued use of the Phase 1 improvements consisting of the synthetic soccer and baseball fields constructed pursuant to the 2011 Community Partnerships and Grants Agreement (Contract # D4135D) between the Parties ("Phase 1 Improvements"); and
- (2) The construction and use of Combination Fields #1 and #2 and related infrastructure ("Phase 2 Improvements"). Collectively, the Phase 1 and Phase 2 Improvements will be referred to as the "Facility," and described on Exhibit A, Ravensdale Site Map & Phase II Scope at Ravensdale Park (hereinafter "Site").

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

SECTION I. 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 SE Kent Kangley Rd and 272nd Avenue South, Ravensdale, Washington 98051, and described and depicted with greater particularity in Exhibit A to this Agreement.
- 1.2 RPF is a nonprofit Washington corporation that is tax-exempt under section 501(c)(3) of the Internal Revenue Code. RPF is a community-based organization, in good standing, with a mission to steward the Ravensdale Park Master Plan on behalf of public users and other stakeholders of Ravensdale Park. RPF directly represents the public interests related

- 41 to public youth soccer, public youth baseball, public youth lacrosse, public youth
42 football, passive recreation, and other stakeholders of the park.
43
- 44 1.3 RPF has demonstrated its experience, ability, and resources to develop synthetic
45 ballfields and related infrastructure at the Site through the work it performed pursuant to
46 Contract D4135D and the design and construction of the Phase 1 Improvements. RPF
47 intends to develop the Phase 2 Improvements for public use, with an expected
48 infrastructure life of the Phase 2 Improvements of approximately thirty years.
49
- 50 1.4 Parks has determined that constructing the Phase 2 Improvements at the Site will have
51 significant rural public recreation value.
52
- 53 1.5 King County Ordinance 14509 authorized the Department of Natural Resources and
54 Parks to create new public recreation opportunities by empowering user groups, sports
55 association, and community organizations like RPF to develop mutually agreed upon
56 capital improvements for public recreation facilities on King County land, and thereby
57 address regional and/or rural community recreational needs while minimizing tax funded
58 operations and maintenance costs.
59
- 60 1.6 King County Code 4.56.150(E) and (F) and Revised Code of Washington 35.21.278
61 authorize King County to enter into agreements with non-profit organizations that
62 provide a service to the public and make improvements to King County property.
63
- 64 1.7 The Parties intend this Agreement to extend for up to thirty years, provided the Parties
65 exercise the extension options as set forth in *Section 2.13*
66
- 67 1.8 The City of Maple Valley (the "City") supports the development of public recreational
68 facilities that enhance recreational opportunities available to its constituents, and will
69 contribute Two Million Dollars, for the benefit of RPF and the public, toward the cost of
70 the project under the terms and conditions established in an Interlocal Agreement
71 ("Separate Agreement") between the City and King County, attached hereto as Exhibit E.
72

73 **SECTION 2. CONSIDERATION**

- 74
- 75 2.1 **EFFECTIVE DATE.** The effective date ("Effective Date") of this Agreement is the date
76 of execution by the last party to execute this Agreement.
77
- 78 2.2 **TERM** The term of this Agreement shall be ten (10) years from the Effective Date of the
79 Agreement ("Term"), provided that:
80
- 81 A. The Parties agree that once the Parks determines the Phase 2 Improvements are
82 substantially complete as defined in *Section 2.11*, Contract # D4135D shall terminate
83 and the terms and conditions of this Agreement shall control regarding the obligations
84 of each party relative to the continued use of the Phase 1 Improvements by RPF; and
85

- 86 B. The Parties may extend the Agreement for up to two separate additional ten year
87 periods based on negotiations provided for in **Section 2.13**. RPF will notify Division
88 in writing at least twelve (12) months prior to the expiration of this Agreement
89 whether RPF desires to negotiate renewal or extension of the Agreement (including
90 any proposed modifications). The Parties may modify this Agreement during the
91 Term, as a condition of renewal, extension, or during a renewal or extension term,
92 consistent with **Section 2.13**. Any renewal, extension, or amendment, except as
93 provided in **Section 5.1**, is subject to King County Council approval by ordinance.
94
- 95 2.3 RPF agrees to assume responsibility for design, permitting, and construction of the Phase
96 2 Improvements on the Site consistent with the terms and conditions set forth in this
97 Agreement. The Phase 2 Improvements will include two multi-use synthetic ballfields,
98 parking, restroom, maintenance building, and related infrastructure, all as set forth in
99 Exhibit A to this Agreement.
- 100
- 101 2.4 Upon completion of the Phase 2 Improvements, RPF and Parks will develop a mutually
102 agreed upon Site Maintenance Plan (Exhibit C), which shall become part of this
103 Agreement. The Site Maintenance Plan will specify the maintenance responsibilities of
104 RPF and the maintenance responsibilities of Parks for the Facility and Site.
105
- 106 2.5 RPF has inspected and knows the condition of the Site, and agrees to accept the Site in
107 AS IS condition.
108
- 109 2.6 Parks does not make and specifically disclaims any warranties, express or implied,
110 including any warranty of merchantability or fitness for a particular purpose, with respect
111 to the Site, and no official, employee, representative, or agent of King County is
112 authorized to represent otherwise.
113
- 114 2.7 Parks will provide a total of Two Million Dollars towards the capital cost to construct the
115 Phase 2 Improvements at the Site to be disbursed in accordance with the Grant Award
116 Matrix (Exhibit D). The County may in its sole discretion accelerate the payment
117 schedule in support of the project, and make appropriate deductions to cover interest or
118 other expenses incurred related to accelerating payments to RPF. Further, Parks will
119 make available for the cost of constructing the Phase 2 Improvements all additional funds
120 provided by the City, anticipated to total Two Million Dollars, consistent with the
121 Interlocal Agreement (Exhibit E).
122
- 123 A. RPF will be solely responsible to secure and provide all other funding needed to
124 design and construct the Phase 2 Improvements. The present total estimated market
125 cost to design, permit, and construct the Phase 2 Improvements is Six Million Dollars.
126 Although RPF may apply for additional Community Partnerships and Grants ("CPG")
127 or Youth Sports Facility Grants ("YSFG"), Parks is under no obligation, directly or
128 indirectly, to pay for any labor, material, or improvement associated with the Site or
129 the Phase 2 Improvements in excess of the Two Million Dollars capital grant outlined
130 above. RPF will, upon request, inform any inquiring person or entity that Parks has

131 no further financial obligations associated with the construction of the Site or the
132 Phase 2 Improvements.

133
134 B. Upon the substantial completion of Phase 2 Improvements, public youth ballfield
135 users represented by RPF shall have first priority public use scheduling at the Facility
136 up to five thousand (5,000) peak hours per year, PROVIDED that RPF acknowledges
137 and agrees that City contracted and/or operated programs shall also receive first
138 priority public use scheduling at the Facility up to one thousand (1,000) peak hours
139 per year, for years one through ten, pursuant to the terms and conditions set forth in
140 Exhibit E attached hereto, and PROVIDED FURTHER that RPF agrees to work in
141 good faith with the City to schedule each party's allocation of priority hours at
142 Ravensdale Park. RPF may utilize the balance of unused City priority hours, if any,
143 consistent with the terms and conditions established in this Section and **Section 4.3**.
144 The priority use hours may be used at any of the four fields. Peak field hours are
145 defined as 5:00 p.m. – 10:00 p.m. on weeknights and 9:00 a.m. – 10:00 p.m. on
146 weekends.

147
148 C. For the use of the Facility, RPF will pay King County a guaranteed annual field rental
149 fee of Eighty Thousand Dollars per year for RPF's first five thousand (5,000) annual
150 hours of use, and Sixteen Dollars for each unused City hour that RPF utilizes, if any,
151 starting in the year the Phase 2 Improvements are completed and continuing through
152 the Term of this Agreement. For every hour of use beyond RPF's five thousand
153 (5,000) priority hours and those unused City hours that RPF utilizes, RPF will pay
154 King County standard hourly rate for Facility use.

155
156 2.8 Upon termination of this Agreement, King County shall retain ownership of the Site and
157 the Facility, including all improvements made by RPF, permanent fixtures installed by
158 RPF, and county-purchased equipment.

159
160 2.9 In recognition that the design, development, and construction of the Phase 2
161 Improvements will benefit the public upon completion, Parks agrees to coordinate with
162 RPF and to use its best efforts to assist with and facilitate the issuance of any federal,
163 state, county, or local permits or approvals necessary for construction of the Phase 2
164 Improvements at the Site to begin. RPF understands, acknowledges, and agrees that the
165 Division's assistance and facilitation shall not and does not constitute King County's
166 official endorsement or approval of RPF's plans, drawings, design documents, or
167 construction for purposes of any applicable laws, regulations, codes, ordinances,
168 guidelines, or industry standards (collectively, "authorities"). As between RPF and the
169 Division, RPF will be solely responsible to comply with all applicable authorities and to
170 obtain all necessary permits, approvals, and endorsements.

171
172 2.10 Parks personnel or agents may inspect the Phase 2 Improvements construction project at
173 any time provided that such persons observe due regard for workplace safety and
174 security. Parks may require RPF or its contractors to stop work if Parks deems work
175 stoppage necessary to remedy construction defects or to address risks to health, safety, or
176 welfare. RPF specifically understands, acknowledges, and agrees that at a minimum,

177 Parks will inspect the Phase 2 Improvements construction project and approve work
178 progress in writing at the following milestones:

- 179
- 180 A. Completed set of construction plans, drawings, specifications, and related design
181 documents for the Phase 2 Improvements construction project;
 - 182
 - 183 B. Preconstruction meeting with RPF and primary contractor when all permits and
184 approvals are in hand;
 - 185
 - 186 C. Demolition, excavation of Site complete;
 - 187
 - 188 D. Site plumbing complete and Site prepared for installation of base material;
 - 189
 - 190 E. Initial compaction of each and every lift of base material installed on Site;
 - 191
 - 192 F. Final compaction of base material;
 - 193
 - 194 G. Installation of synthetic turf carpet surface prior to fill;
 - 195
 - 196 H. G-max or equivalent shock test of synthetic turf carpet with completed fill; and
 - 197
 - 198 I. Installation of amenities other than playing surface (fencing, paving,
199 bleachers, etc.).

200

201 2.11 When RPF considers that all work or work associated with the Phase 2 Improvements is
202 substantially complete, RPF shall give written notice to Parks. Parks will promptly
203 inspect the work and, if it does not agree that the work is substantially complete, Parks
204 will prepare a list of items to be completed or corrected ("Punch List"). RPF or its
205 contractor shall promptly complete or correct all Punch List items at the sole cost of RPF
206 or its contractor, as they may decide between them. For purposes of this Agreement,
207 "substantially complete" means that:

- 208
- 209 A. RPF and Parks have full and unrestricted use and benefit of the Phase 2
210 Improvements for the purpose intended;
- 211
- 212 B. All the systems and parts of the Phase 2 Improvements are functional;
- 213
- 214 C. Only minor incidental work or correction or repair remains to complete all Phase 2
215 Improvements construction requirements; and
- 216
- 217 D. RPF's contractor has provided all occupancy permits and easement releases, to the
218 extent that any are required or applicable, to the Phase 2 Improvements.

219

220 2.12 WARRANTIES.

221

- 222 A. With respect to all warranties, express or implied, for work performed or materials
223 supplied in connection with the Phase 2 Improvements, RPF shall:
224
225 1. Obtain all warranties, express or implied, that would be given in normal
226 commercial practice from suppliers, manufacturers, contractors, or installers;
227 2. Require all warranties be executed, in writing, for benefit of King County;
228 3. Enforce all warranties for the benefit of King County; and
229 4. Be responsible to enforce any warranty of a contractor, subcontractor,
230 manufacturer, or supplier.
231
232 B. If, within an applicable warranty period, any part of the Phase 2 Improvements or
233 work performed to construct the Phase 2 Improvements is found not to conform to
234 specifications, permit requirements, or industry standards, RPF shall correct it
235 promptly after receipt of written notice from Parks to do so. If Parks determines that
236 RPF's corrective action is not satisfactory and/or timely performed, then the Division
237 may either correct the problem itself or procure the necessary services,
238 recommendations, or guidance from a third party, and invoice RPF for the cost to
239 remedy the problem. RPF shall promptly reimburse the Division for all costs,
240 expenses, or damages incurred by Parks, including but not limited to the cost to
241 remedy the problem. An invoice is deemed received by RPF three days after deposit
242 in the U.S. mail with proper address and postage. Invoices must be paid within sixty
243 days. Parks will add a late fee of five percent to any invoice not timely paid. Any
244 invoice outstanding sixty days after receipt will be sent to collections.
245
246 C. The warranty-related remedies provided in this *Section 2.12* are in addition to any
247 other rights or remedies provided elsewhere in this Agreement or by applicable law.
248

249 **2.13 EXTENSIONS**

- 250
251 A. At least twelve (12) months before the expiration of (a) this Agreement's Term or
252 (b) the first 10 year extension period, provided that RPF is then in compliance with
253 the terms and conditions of this Agreement, Parks and RPF will begin negotiations
254 regarding extending this Agreement for an additional ten year period contingent
255 upon RPF replacing the synthetic surfaces on the fields in Phase 1 and Phase 2
256 Improvements on a schedule acceptable to Parks and/or other investments in the
257 Facility mutually agreeable to the Parties, and the Parties reaching agreement on
258 maintenance responsibilities, priority use, and hourly fees in consideration for such
259 Facility investments made by RPF. Prior to the expiration either of the Term or the
260 first 10 year extension period, King County shall not negotiate with any person or
261 entity other than RPF regarding a use agreement for the Facility.
262

263 **SECTION 3. CONSTRUCTION OF PHASE 2 IMPROVEMENTS**

- 264
265 3.1 **CAPITAL IMPROVEMENTS.** The present total estimated market cost to design, permit,
266 and construct the Phase 2 Improvements is Six Million Dollars. The combined King
267 County and City contribution is Four Million Dollars. RPF will raise and expend and

268 estimated Two Million Dollars in cash or cash equivalents for the development and
269 construction of the Phase 2 Improvements on the Site. RPF contributions may include
270 donated professional services, management services, manpower, materials, and contractor
271 consideration. RPF will serve as the supervisory nonprofit corporation for development
272 and construction of the Phase 2 Improvements. RPF shall design, develop, and construct
273 facilities, features, and amenities in accordance with all applicable design(s), timelines,
274 restrictions, environmental considerations, permitting determinations, mitigations, and all
275 other requirements in coordination with Parks. RPF understands, acknowledges, and
276 agrees that it may not undertake or commence any construction activities on the Site until
277 RPF can demonstrate to Parks' satisfaction that RPF has obtained and has in hand all
278 Two Million Dollars of cash or cash equivalents, together with executed contracts or
279 similarly firm, binding commitments for donated professional services, materials,
280 equipment, and other in-kind contributions. Parks has sole discretion in determining if
281 RPF has sufficient cash or cash equivalents in hand to satisfy this requirement. For
282 purposes of this *Section 3.1*, "construction activities" do not include preliminary
283 activities such as surveying, mapping, drainage test pits, installation of temporary
284 fencing, or other low-impact or readily reversible actions.

285
286 3.2 EXCLUSIVE POSSESSION DURING CONSTRUCTION. RPF shall be entitled to
287 exclusive possession and use of that portion of the Site designated for development and
288 construction of the Phase 2 Improvements during the design, development, and
289 construction phases. This right of exclusive possession and use by RPF will be provided
290 in writing and is subject to King County's entry, inspection, acceptance, and audit rights
291 under *Sections 2.10, 4.12, 5.11, and 5.12* of this Agreement.

292
293 3.3 DESIGN. RPF has retained a licensed architect and/or licensed professional engineer,
294 registered in the State of Washington, who will prepare a design for the Site and the
295 Phase 2 Improvements and exterior landscaping, which visually blends with the setting.
296 Parks shall review the design plans for the Site in concept and reserves the right to
297 approve the final design of the Site and the Phase 2 Improvements, consistent with
298 applicable King County code requirements. Parks' approval shall not constitute King
299 County regulatory approval.

300
301 3.4 CONSTRUCTION/SITWORK/FENCING. RPF will be solely responsible for the site
302 work, required permits, and grading at the Phase 2 Improvements. RPF will ensure the
303 work area is properly barricaded, and will ensure that signage is installed directing
304 unauthorized persons not to enter onto the construction site during any phase of
305 development or construction. Unless otherwise agreed to by the Parties in writing,
306 fencing will be placed around work areas. In addition, construction sites will be kept
307 clean and organized during development periods. RPF will be responsible for site
308 security, traffic, and pedestrian warnings at the Site during the development and
309 construction phases.

310
311 3.5 CONSTRUCTION DEADLINES. RPF is required to complete the development and
312 construction of the Phase 2 Improvements within one year from the date that RPF

313 receives all funding, in-kind contributions, and the permits necessary to commence
314 construction on the Phase 2 Improvements.

315
316 3.6 RELOCATION OF UTILITY LINES. RPF will be responsible at its expense to relocate
317 and improve storm drains, sewers, water lines, and other utilities, if any, as required to
318 complete development and construction of the Phase 2 Improvements.

319
320 3.7 ALTERATION OF SITE OR PHASE 2 IMPROVEMENTS AFTER CONSTRUCTION.
321 After the Phase 2 Improvements are completed and accepted by RPF and Parks, as
322 defined herein, RPF will not make any material alteration to the Site or to the Facility,
323 including any changes to the landscaping, without express, written consent by Parks.

324
325 3.8 DEVELOPMENT AND CONSTRUCTION FEES AND EXPENSES. RPF will be
326 responsible to obtain and pay for all necessary permits, fees, and expenses associated
327 with the development and construction of the Phase 2 Improvements.

328
329 3.9 PUBLIC WORKS LAWS. To the extent applicable, RPF will comply with all public
330 works laws, regulations, and ordinances, including but not limited to those related to
331 prevailing wages (see RCW 39.12), retainage (see RCW 60.28), bonding (see RCW
332 39.08), and use of licensed contractors (see RCW 39.06). RPF will indemnify and defend
333 King County should it be sued or made the subject of an administrative investigation or
334 hearing for a violation of such laws, regulations, and ordinances in connection with the
335 improvements. Without limiting the foregoing, RPF understands, acknowledges, and
336 agrees that before beginning construction of the Phase 2 Improvements on the Site, RPF
337 must execute and deliver to King County a performance and payment bond in an amount
338 equal to one hundred percent of the estimated full value of the Phase 2 Improvements
339 construction contract, on a form acceptable to King County with an approved surety
340 company and in compliance with RCW Ch. 39.08. King County must be named as the
341 beneficiary of the payment and performance bond. RPF must notify the surety of any
342 changes in the work. RPF must promptly furnish additional bond security to protect King
343 County and persons supplying labor or materials required to construct the Phase 2
344 Improvements if (a) King County has a reasonable objection to any surety; (b) any surety
345 fails to furnish reports on its financial condition pursuant to King County's request; or (c)
346 the estimated cost of the Phase 2 Improvements increases beyond the bond amount.

347
348 3.10 CONTRACTOR INDEMNIFICATION AND HOLD HARMLESS. RPF will require its
349 construction contractors and subcontractors to defend, indemnify and hold King County,
350 the City of Maple Valley their officers, officials, employees, and volunteers harmless
351 from any and all claims, injuries, damages, losses, or suits including attorney's fees and
352 costs, arising out of or in connection with the design, development, and construction of
353 the Phase 2 Improvements (hereinafter "Design and Construction Phase"), except for
354 injuries and damages caused solely by the negligence of King County or the City of
355 Maple Valley. The indemnification and hold harmless language will be at least as broad
356 as that set forth in Section 5.19 of this Agreement.

357

358 In the event it is determined that RCW 4.24.115 applies to this Agreement, the
359 Contractors shall agree to protect, defend, indemnify and save the County/City of Maple
360 Valley, its/their officers, officials, employees and agents from any and all claims,
361 demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for
362 bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in
363 any way resulting from the Contractor's officers, employees, agents and/or subcontractors
364 of all tiers, acts or omissions, performance of failure to perform the rights and privileges
365 granted under this Agreement, to the maximum extent permitted by law or as defined by
366 RCW 4.24.115, as now enacted or hereafter amended.

367
368 3.11 CONTRACTOR INSURANCE. In addition to coverages provided in 3.12 and 3.13, RPF
369 will require its construction contractors and subcontractors to carry insurance meeting all
370 requirements set forth in **Section 4** of this Agreement.

371
372 3.12 BUILDER'S RISK INSURANCE. RPF will require its construction contractors to
373 procure and maintain, for the duration of the Construction Phase of the Phase 2
374 Improvements, builder's risk insurance covering King County, the City of Maple Valley,
375 RPF and the construction contractor in the work as their interests may appear. The
376 builders risk insurance will be in the amount of the completed value of the Phase 2
377 Improvements with no coinsurance provisions. Builder's risk insurance will be on an all-
378 risk policy form and will insure against the perils of fire and extended coverage and
379 physical loss or damage including flood and earthquake, theft, vandalism, malicious
380 mischief, collapse, temporary buildings, and debris removal. This builder's risk insurance
381 covering the work will have a deductible no larger than Five Thousand Dollars for each
382 occurrence, which will be the responsibility of the construction contractor. Higher
383 deductibles for flood and earthquake perils may be accepted by King County upon
384 written request by RPF and written acceptance by King County. Any increased
385 deductibles accepted by King County will remain the responsibility of the construction
386 contractor. The Builders Risk insurance will be maintained until final acceptance of the
387 work by RPF and King County. King County and the City of Maple Valley shall be a loss
388 payee as their interests may appear.

389
390 3.13 PROFESSIONAL ERRORS AND OMISSIONS. RPF must require its professional
391 service providers to carry insurance meeting all requirements set forth in **Section 4** of this
392 Agreement. In addition, RPF must require its professional service providers to carry
393 professional liability errors and omissions insurance in an amount of not less than One
394 Million Dollars per claim/aggregate. RPF must require its professional service providers
395 to provide copies of all insurance certificates or insurance policies to King County upon
396 request.

397
398 3.14 SUBCONTRACTORS. RPF will require its construction contractors during the Design
399 and Construction Phase to include all subcontractors as insured under its policies or will
400 furnish separate certificates and endorsements for each subcontractor. All coverage for
401 subcontractors will be subject to all of the same insurance requirements as stated herein
402 for the construction contractor.

403

- 404 3.15 INSURANCE COVERAGE TYPE AND DURATION. Each insurance policy must be
405 written on an “occurrence” form; except that insurance on a “claims made” form may be
406 acceptable with prior approval by the King County Office of Risk Management. If
407 coverage is approved and purchased on a “claims made” basis, RPF warrants
408 continuation of coverage, either through policy renewals or the purchase of an extended
409 discovery period, if such extended coverage is available, for not less than three years
410 from the date of contract termination or expiration, and/or conversion from a “claims
411 made” form to an “occurrence” coverage form.
412
- 413 3.16 VERIFICATION OF COVERAGE. RPF will furnish Parks with original certificates and
414 a copy of the amendatory endorsements, including but not necessarily limited to the
415 additional insured endorsement, evidencing the commercial general liability insurance of
416 the construction contractor before commencement of the work. Before any exposure to
417 loss may occur, RPF will file with Parks a copy of the builder's risk insurance policy that
418 includes all applicable conditions, exclusions, definitions, terms, and endorsements
419 related to work under this Agreement.
420
- 421 3.17 ACCEPTABILITY OF INSURERS. Unless otherwise approved by Parks, the following
422 provisions apply exclusively during the Design and Construction Phase:
423
- 424 A. Insurance is to be placed with insurers with a Best's rating of no less than A: VIII, or,
425 if not rated by Best's, with a rating in one of the two highest categories maintained by
426 Standard and Poor's Rating Group and Moody's Investor Service.
427
- 428 B. If at any time any of the foregoing policies fail to meet the above minimum standards,
429 then RPF will, upon notice to that effect from King County, promptly obtain a new
430 policy, and submit the same to Parks with certificates and endorsements, for
431 approvals.
432
- 433 C. The required liability insurance policies (except Professional and Workers
434 Compensation) are to be endorsed to:
- 435 • Name “King County, the City of Maple Valley, their officers, officials, agents and
436 employees” as additional insured with respect to use of the Site as outlined in this
437 Agreement (Form CO 2026 or CO 2010 11/85 or its equivalent); Coverage shall
438 include both on-going operations and products-completed operations.
 - 439 • Such coverage shall be primary and non-contributory insurance as respects King
440 County and the City of Maple Valley;
 - 441 • State that RPF's or its contractor's insurance shall apply separately to each insured
442 against whom claim is made or suit is brought except with respect to the limits of
443 the insurer's liability;
 - 444 • State that coverage shall not be suspended, voided, canceled, reduced in coverage
445 or in limits except after forty-five days prior written notice to King County.
446
- 447 3.18 WAIVER OF SUBROGATION. RPF will cause its contractors and subcontractors and
448 their insurance carriers to release and waive all rights of subrogation against King County
449 during the Design and Construction Phase to the extent a loss is covered by property

450 insurance in force. Except as otherwise provided in Section 3 of this Agreement, RPF
451 hereby releases from liability and waives all right of recovery against King County or the
452 City of Maple Valley for any loss from perils insured against or under the respective fire
453 insurance policies of its contractors, subcontractors, or any of them, including any
454 extended coverage endorsements thereto; provided, that this provision shall be
455 inapplicable if it would have the effect of invalidating any insurance coverage of RPF,
456 the City of Maple Valley or King County.

457
458 3.19 INSURANCE PROVISIONS ARE MATERIAL TERMS. By requiring such minimum
459 insurance as described in this *Section 3* and *Section 4*, King County shall not be deemed
460 or construed to have assessed the risks that may be applicable to RPF under this
461 Agreement. RPF shall assess its own risks and, if it deems appropriate and/or prudent,
462 maintain greater limits and/or broader coverage. Nothing contained within this Section 3
463 shall be deemed to limit the scope, application, and/or limits of the coverage afforded by
464 the policies specified herein, which coverage will apply to each insured to the full extent
465 provided by the terms and conditions of the policies. Nothing contained within this
466 *Section 3* and *Section 4* shall effect and/or alter the application of any other provision
467 contained within this Agreement. Failure by RPF, its agents, employees, officers, and/or
468 subcontractors to comply with these insurance requirements shall constitute a material
469 breach of this Agreement.

470
471 **SECTION 4. USE OF FACILITY**

472
473 4.1 STEWARDSHIP. RPF must be a good steward of the Facility and Site. All approved
474 activities and use by RPF shall be considerate of the capital, programmatic, and
475 environmental value of the Facility and Site to the greatest extent possible. All approved
476 construction, maintenance, and other modifications by RPF shall strictly adhere to all
477 applicable environmental laws and regulations at all times.

478
479 4.2 FACILITY USE POLICY. RPF shall comply with the Good Neighbor/Facility Use Policy
480 (Exhibit B) (hereinafter "Use Policy") as it may be modified by Parks from time to time
481 to ensure positive relations with the surrounding community, as well as other current or
482 future Site users. The Use Policy shall be posted in clear view at the Facility and/or
483 integrated into posted or otherwise distributed use rules for the Site.

484
485 4.3 FACILITY PROGRAMMING. All costs associated with RPF's programming and use of
486 the Facility will be the responsibility of RPF, but scheduled through Parks. All non-RPF
487 use of the Facility shall be scheduled by and through Parks' scheduling office.
488 Additionally, the Facility shall be available to the public for drop-in use or other non-
489 scheduled community uses or activities.

490
491 A. By January 15 of each calendar year, RPF shall provide Parks with a master schedule
492 (hereinafter "RPF Master Schedule") of its anticipated use for that year (e.g., hours
493 and days of use) up to five thousand (5,000) hours for RPF programming and Maple
494 Valley's anticipated use that year up to one thousand (1,000) hours for City
495 programming in order that Parks may schedule Facility use by others around RPF's

496 reserved use. The Parties recognize that the RPF Master Schedule may require
497 periodic supplementation to accommodate RPF's changing practice needs and game
498 schedules. At the beginning of each month (or earlier, if the need for schedule
499 changes is known), RPF shall timely provide Parks with a revised monthly schedule if
500 RPF's anticipated field use will deviate from the RPF Master Schedule. Any
501 requested modifications to the RPF Master Schedule shall be approved by Parks
502 unless (i) the request is determined by Parks to be unreasonable or (ii) the time
503 requested by RPF is already scheduled by Parks for non-RPF use and cannot be
504 reasonably re-scheduled. The Parties agree to coordinate in good faith with respect to
505 all scheduling of the Facility.
506

507 B. In order to submit the RPF Master Schedule timely, no later than December of each
508 year for the duration of the initial Term of the Agreement, RPF will meet with the
509 City to agree on the City's priority use scheduling for the following year to include
510 the City's use hours in the RPF Master Schedule.
511

512 4.4 PUBLIC USE. RPF's use is limited to:

- 513
- 514 A. Soccer
- 515 B. Baseball/Softball
- 516 C. Lacrosse
- 517 D. Football
- 518 E. Other field sport uses
- 519 F. Picnicking and passive recreation (meadow, trails, playgrounds, etc.)
- 520 G. Community Events
- 521 H. All other public uses appropriate for the Facility as determined by Parks.
522

523 All uses must be scheduled through the scheduling office or otherwise on the official
524 scheduling office calendar.
525

526 4.5 OPERATING HOURS. Regular hours of operations shall be limited to 8:00 a.m. to 11:00
527 p.m. Any additional public field use shall be scheduled and approved by Parks in
528 consultation with RPF.
529

530 4.6 INCIDENTAL USES. RPF may conduct tax-exempt fundraising activities to support the
531 Site, the Facility, and RPF's own beneficial or charitable mission as a nonprofit
532 Washington corporation, provided that such fundraising activities shall not displace
533 public use of the Site or the Facility. Such activities shall be shown on RPF's Master
534 Schedule.
535

536 4.7 SECURITY AND NUISANCE DURING USE. RPF will use the Site and the Facility for
537 no unlawful purposes and will not use or occupy the Site in any manner which would
538 constitute a public nuisance or otherwise violate federal, state, or local laws.
539

540 4.8 Not used.
541

- 542 4.9 PERFORMANCE REPORT. At the end of each calendar year during the Term, RPF
543 shall furnish the Division with a summary of the prior year's use by RPF for approved
544 activities on the Site or at the Facility.
545
- 546 4.10 LIMITED USE. RPF shall use the Facility for no business or purpose other than as
547 explicitly provided under *Sections 4.4 and 4.6* of this Agreement or as otherwise
548 generally permitted to members of the public.
549
- 550 4.11 SIGNS. No sign, advertisement, notice, or other lettering will be exhibited, inscribed,
551 painted, or affixed by RPF nor allowed by RPF to be exhibited, inscribed painted, or
552 affixed on any part of the Facility without the prior written approval of Parks. All new
553 Facility and/or Site signs shall follow the King County Sign System Guide and shall be
554 manufactured and installed by King County, unless RPF receives prior written approval
555 from Parks to do otherwise. Written approval shall be requested through Parks' liaison. If
556 RPF violates this provision, Parks may remove the sign without any liability and may
557 charge the expense incurred by such removal to the RPF. All signs erected or installed
558 pursuant to Parks' prior written approval shall also comply with any applicable federal,
559 state, or local statutes, ordinances or regulations.
560
- 561 4.12 RIGHT TO INSPECT. King County at its discretion reserves the right to review and
562 approve RPF' s use of the Facility and compliance with this Agreement. If Parks does not
563 approve of RPF's use and compliance, Parks will timely notify RPF in writing of the
564 specific items that Parks deems objectionable. RPF agrees to undertake reasonable
565 corrective action within a time period agreed to by the Parties, or if no time period is
566 agreed, within sixty days.
567
- 568 4.13 MINIMUM SCOPE OF INSURANCE FOR RPF. In addition to Contractor's insurance
569 requirements set forth in *Section 3*, no later than the Effective Date of this Agreement, ,
570 RPF will at a minimum procure and maintain insurance that covers RPF' s activities and
571 usage of the Facility and Site as follows:
572
- 573 4.13.1 Commercial General Liability Coverage shall be at least as broad as Insurance
574 Services Office form number CG00 01, covering commercial general liability
575 with a limit of not less than one Million Dollars combined single limit per
576 occurrence, Two Million Dollars aggregate.
577
- 578 4.13.2 Automobile Liability. Coverage shall be at least as broad as Insurance Services
579 Office form number (CA 00 01) covering business automobile coverage, symbol
580 1 "any auto"; or the combination of symbols 2, 8 and 9, One Million Dollars
581 combined single limit per accident. If the work involves the transport of
582 pollutants (as defined by the standard auto policy exclusion of pollution) the
583 auto policy shall be endorsed to include endorsements CA 9948 (or its
584 equivalent) and MCS 90.
585
- 586 4.13 .3 Workers' Compensation. Statutory requirements of the State of residency.
587 Coverage shall be at least as broad as Workers' Compensation coverage, as

588 required by the Industrial Insurance Act of the State of Washington, as
589 well as any similar coverage required for this work by applicable Federal or
590 "other States" State Law. Limit: statutory limits.

591
592 4.13.4 Employer's Liability or "Stop Gap". Coverage shall be a least as broad as the
593 protection provided by the Workers Compensation policy Part 2 (Employers
594 Liability) or, in states with monopolistic state funds, the protection provided by
595 the "Stop Gap" endorsement to the general liability policy. Limit: One Million
596 Dollars.

597
598 4.13.5 "All Risk" Property Insurance, including Earthquake and Flood. Coverage shall
599 include the replacement value of all improvements. King County shall be a loss
600 payee as its interest may appear.

601
602 4.14 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured
603 retentions must be declared to and approved by King County. The deductible and/or self-
604 insured retention of the policies will not limit or apply to King County and will be the
605 sole responsibility of RPF.

606
607 4.15 OTHER INSURANCE PROVISIONS. The insurance policies required by *Section 4* of
608 this Agreement shall also contain or be endorsed to contain the following provisions
609 where applicable:

610
611 A. LIABILITY POLICIES.

- 612
613 1. Each insurance policy will be written on an "occurrence" form.
614 2. King County, the City of Maple Valley their officers, officials, employees, and
615 agents are to be covered as additional insureds as respects liability arising out of
616 activities and usage by RPF of the Facility and Site. Additional insured status
617 shall include on-going operation and products-completed operations.
618 3. RPF's commercial general liability insurance coverage will be primary insurance
619 as respects King County, the City of Maple Valley their officers, officials,
620 employees, and agents. Any insurance and/or self-insurance maintained by King
621 County, the City of Maple Valley, its officers, officials, employees or agents will
622 not contribute with RPF's insurance or benefit RPF in any way.

623
624 B. Coverage will not be suspended, voided, canceled, reduced in coverage or in limits
625 except by the reduction of the applicable aggregate limits by claims paid, until after
626 forty-five days prior written notice has been given to RPF and Parks.

627
628 C. RPF's insurance will apply separately to each insured against whom a claim is made
629 and/or lawsuit is brought, except with respect to the limits of the insurer's policy.

630
631 4.16 ACCEPT ABILITY OF INSURERS. Unless otherwise approved by Parks, the following
632 provisions apply exclusively to RPF' s activities and usage:

633

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

637
638 B. If at any time any of the foregoing policies fail to meet the above minimum standards,
639 then RPF will, upon notice to that effect from King County, promptly obtain a new
640 policy, and submit the same to King County with certificates and endorsements, for
641 approvals.

642
643 4.17 WAIVER OF SUBROGATION. RPF and its insurance carriers will release and waive all
644 rights of subrogation against King County to the extent a loss is covered by property
645 insurance in force. RPF hereby releases from liability and waives all right of recovery
646 against King County for any loss from perils insured against or under their respective fire
647 insurance policies, including any extended coverage endorsements thereto; provided, that
648 this provision shall be inapplicable if it would have the effect of invalidating any
649 insurance coverage of RPF or King County.

650
651 4.18 INSURANCE LIMITS AND DOCUMENTATION.

652
653 A. By requiring such minimum insurance as specified herein, neither party is deemed to,
654 or construed to, have assessed the risks that may be applicable to the other party to
655 this Agreement. RPF will assess its own risks and, if it deems appropriate or prudent,
656 or both, maintain greater limits or broader coverage.

657
658 B. RPF will furnish Parks with certificates of insurance and endorsements as required by
659 this Agreement. The certificates and endorsements for each policy are to be signed by
660 a person authorized by that insurer to bind coverage on its behalf. The certificates and
661 endorsements for RPF's insurance are to be on forms approved by King County and
662 are to be received and approved by King County prior to the Effective Date of this
663 Agreement. Parks reserves the right to require complete certified copies of all
664 required policies at any time. The County reserves the right to withhold its Two
665 Million Dollar contribution to the Phase 2 Improvements, as specified in *Section 2.7*,
666 until proof of insurance acceptable to King County is provided.

667
668 4.19 KING COUNTY INSURANCE. RPF acknowledges, agrees, and understands that King
669 County is self-insured for all of its liability exposures, including but not limited to
670 worker's compensation. King County agrees, at its own expense, to maintain through its
671 self-insurance program coverage for its liability exposures for the duration of this
672 Agreement, or, at King County's sole discretion, to purchase equivalent insurance
673 coverage through an insurance policy or policies, or through a risk sharing pool. King
674 County agrees to provide RPF with at least thirty days prior written notice of any change
675 in its self-insured status and will upon request provide RPF with a letter of self-insurance
676 as adequate proof of insurance.

677

678
679 **SECTION 5. GENERAL TERMS AND CONDITIONS**
680

681 5.1 **PARTIES; NOTICES.** All communications, notices, coordination, and other tenets of this
682 Agreement shall be managed by:

683
684 **If to Parks:**

685 T.J. Davis, CPG Manager
686 Parks and Recreation Division
687 Department of Natural Resources and Parks
688 201 South Jackson Street, Suite 700
689 Seattle, WA 98104-3855
690 Email: tj.davis@kingcounty.gov
691 Phone: 206-229-3965

If to RPF:

Rob Nist, Co-Founder
Ravensdale Park Foundation
PO Box 1001
Ravensdale, WA 98038
Email: rob@seattlebox.com
Phone: 206-849-7101

692
693 5.2 **NONDISCRIMINATION.** RPF will comply with King County Code ("K.C.C.") Chapter
694 12.16 regarding nondiscrimination in employment, K.C.C. Chapter 12.17 regarding
695 nondiscrimination in contracting, and K.C.C. Chapter 12.18 regarding fair employment
696 practices.

697
698 A. **EMPLOYMENT.** RPF does not anticipate hiring any employees to develop the
699 Facility or otherwise perform its obligations under this Agreement. If RPF should
700 elect to do so, however, RPF agrees not to discriminate against any employee or
701 applicant for employment because of sex, race, color, creed, national origin, sexual
702 orientation, gender identity or expression, marital status or the presence of any
703 sensory, mental, or physical handicap or age, except by minimum age and retirement
704 provisions, unless based upon a bonafide occupational qualification. This requirement
705 shall apply without limitation to all aspects of employment (including lay-offs or
706 termination, rates of pay or other forms of compensation, and selection for training,
707 including apprenticeship) and advertisement.

708
709 B. **SERVICES AND ACTIVITIES.** No person shall be denied or subjected to
710 discrimination in receipt of the benefit of any services or activities made possible by
711 or resulting from this Agreement on the grounds of sex, race, color, creed, national
712 origin, sexual orientation, gender identity or expression, age (except minimum age
713 and retirement provisions), marital status, or the presence of any sensory, mental, or
714 physical handicap. Any violation of this provision shall be considered a violation of a
715 material provision of this Agreement and shall be grounds for termination or
716 suspension in whole or in part of this Agreement by King County and may result in
717 ineligibility for further King County agreements.

718
719 C. **OTHER NONDISCRIMINATION LAWS.** RPF shall also comply with all applicable
720 anti-discrimination -laws or requirements of any and all jurisdictions having authority.

721
722 5.3 **ASSIGNMENT.** RPF may not assign this Agreement or any interest therein without King
723 County's prior written approval. King County will have the right to sell or otherwise

724 transfer or dispose of the Site or the Facility, or to assign this Agreement or any interest
725 of the County hereunder, provided that in the event of sale or transfer of the Site or the
726 Facility, King County will arrange for the purchaser or transferee to assume the
727 Agreement and King County's obligations hereunder.

728
729 5.4 ADVERTISING RESTRICTIONS. RPF understands that the advertising of tobacco
730 products as defined in King County Code 12.51 and spirits as defined in King County
731 Ordinance No. 14509 is strictly prohibited. RPF further understands that pursuant to
732 Ordinance No. 14509, additional subject-matter restrictions on advertising may be
733 imposed by the Director of the King County Parks and Recreation Division ("Director").
734 If the Director imposes additional restrictions, a copy of the restrictions will be included
735 in an attachment hereto over time. Therefore, RPF expressly covenants that neither it nor
736 any of its sponsors or concessionaires will at any time display, promote, or advertise any
737 tobacco products, spirits, or other subject matter expressly prohibited by the Director.
738 RPF further agrees that any violation of this *Section 5.4* by it will be a material breach of
739 its contractual obligations to Parks pursuant to this Agreement.

740
741 5.5 SOLICITING. Except as otherwise provided in this Agreement, canvassing, soliciting, or
742 peddling in the Site, the Facility, or in adjacent areas are each prohibited without the prior
743 written approval from Parks.

744
745 5.6 POWERS OF THE COUNTY. Nothing contained in this Agreement will be considered
746 to diminish the governmental or police powers of King County.

747
748 5.7 FORCE MAJEURE. The performance of this Agreement by either party is subject to acts
749 of God, war, government regulation or advisory, disasters, fire, accidents or other
750 casualty, strikes or threat of strikes, civil disorder, acts and/or threats of terrorism, or
751 curtailment of transportation services or facilities, cost or availability of power, or similar
752 causes beyond the control of either party making it illegal, impossible, or impracticable to
753 hold, reschedule, or relocate the RPF's use of the Site or the Facility as contemplated
754 herein. Either party may terminate or suspend its obligations under this Agreement if
755 such obligations are prevented by any of the above events to the extent such events are
756 beyond the reasonable control of the party whose reasonable performance is prevented.

757
758 5.8 AGREEMENT IS PUBLIC DOCUMENT. This Agreement will be considered a public
759 document and will be available for inspection and copying by the public.

760
761 5.9 TAXES. RPF agrees to pay on a current basis all applicable taxes or assessments levied
762 on its activities; PROVIDED, however, that nothing contained herein will modify RPF's
763 right to contest any such tax, and RPF will not be deemed to be in default as long as it
764 will, in good faith, be contesting the validity or amount of any such taxes.

765
766 5.10 NO RPF LIENS. RPF acknowledges and agrees that it has no authority, express or
767 implied, to create or place any lien or encumbrance of any kind or nature whatsoever
768 upon, or in any manner to bind, the interest of King County in the fee interest in the Site
769 or in the Facility, or to charge fees for any claim in favor of any person or entity dealing

770 with RPF, including those who may furnish materials or perform labor for any
771 construction or repairs. If any such liens are filed, King County may, without waiving its
772 rights and remedies for breach, and without releasing RPF from its obligations under this
773 Agreement, require RPF to post security in form and amount reasonably satisfactory to
774 King County or to cause such liens to be released by any means King County deems
775 proper, including payment upon satisfaction of the claim giving rise to the lien. RPF will
776 pay to King County upon demand any sum paid by King County to remove the liens.
777 Further, RPF agrees that it will save and hold King County harmless from any and all
778 loss, cost, or expenses based on or arising out of the asserted claims or liens, except those
779 of the lender, against this Agreement or against the right, title and interest of King
780 County in the Site and the Facility or under the terms of this Agreement, including
781 reasonable attorney's fees and costs incurred by King County to remove such liens, and in
782 enforcing this **Section 5.10**. Additionally, it is mutually understood and agreed that this
783 **Section 5.10** is intended to be a continuing provision applicable to future repairs and
784 improvements after the initial development and construction of the Site and the Facility.

785 5.11 RECORDS, AUDITS AND INSPECTIONS. During this Term of this Agreement, RPF's
786 books, records and other materials related to any matters covered by this Agreement and
787 not otherwise privileged shall be subject to inspection, review, and/or audit by King
788 County at King County's sole expense. Such books, records and other materials shall be
789 made available for inspection during regular business hours within a reasonable time of
790 the request.

791
792 5.12 ENTRY BY KING COUNTY. King County may enter the Site or the Facility during
793 RPF' s usage for any reason. Any person or persons who may have an interest in the
794 purposes of King County's visit may accompany King County. King County has the right
795 to use any and all means that King County deems proper to open doors and gates to
796 obtain entry to the Site or to the Facility.

797
798 5.13 COMPLIANCE WITH ALL LAWS AND REGULATIONS. In using the Facility, RPF
799 and its members shall comply with all applicable laws, ordinances, and regulations from
800 any and all authorities having jurisdiction and, specifically, the requirements of the
801 Washington Industrial Safety and Health Act (WISHA). RPF specifically agrees to
802 comply and pay all costs associated with achieving such compliance without notice from
803 King County, and further agrees that King County does not waive this provision by
804 giving notice of demand for compliance in any instance.

805
806 5.14 INTERPRETATION OF COUNTY CODE AND RULES. If there is any question
807 regarding the interpretation of any provision of King County Code or any King County
808 rule or regulation, King County's decision will govern and will be binding upon RPF.

809
810 5.15 PERMITS AND LICENSES. RPF will obtain and maintain, at its own costs and expense,
811 all necessary permits, licenses, and approvals required for the activities contemplated
812 under this Agreement.

813
814 5.16 RISK OF LOSS. All personal property of any kind or description whatsoever on the Site
815 or the Facility shall be at RPF's sole risk, and King County will not be liable for any

816 damage done to, or loss of, such personal property. However, RPF will not be responsible
817 for losses or claims of stolen property during King County scheduled use of the Site or
818 the Facility by persons or entities other than RPF.

819
820 5.17 ENVIRONMENTAL LIABILITY.

821
822 A. "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic
823 wastes, materials, or substances as defined in state or federal statutes or regulations as
824 currently adopted or hereafter amended.

825
826 B. RPF shall not, without first obtaining Parks' written approval, apply, store, deposit,
827 transport, release, or dispose of any hazardous substances, petroleum products,
828 sewage, medicinal, bacteriological, or toxic materials, or pollutants, on the Facility or
829 Site. All approved application, storage, deposit, transportation, release, and disposal
830 shall be done safely and in compliance with applicable laws.

831
832 C. Nothing in this Agreement shall be deemed to waive any statutory claim for
833 contribution that RPF might have against King County under federal or state
834 environmental statutes that arises from hazardous materials deposited or released on
835 the Site by King County. RPF may not, however, assert such a claim to the extent that
836 RPF creates the need for or exacerbates the cost of remediation upon which a
837 statutory claim for contribution is based as a result of RPF performing construction
838 activities on the Site, changing the configuration of the Site, or changing the use of
839 the Site.

840
841 D. If RPF discovers the presence of hazardous materials at levels that could give rise to a
842 statutory claim for contribution against King County it shall immediately notify Parks
843 in writing. RPF shall provide such notice not more than ten days after discovery. The
844 Parties shall make their best efforts to reach agreement as to which party is
845 responsible for remediation under the terms of this Agreement prior to undertaking
846 any remediation.

847
848 E. In no event shall King County be responsible for any costs of remediation that exceed
849 the minimum necessary to satisfy the state or federal agency with jurisdiction over the
850 remediation.

851
852 5.18 NO EMPLOYMENT RELATIONSHIP. In providing services under this Agreement,
853 RPF is an independent contractor, and neither it nor its officers, agents, employees, or
854 subcontractors are employees of King County for any purpose. RPF shall be responsible
855 for all federal and/or state tax, industrial insurance, and Social Security liability that may
856 result from the performance of and compensation for these services and shall make no
857 claim of career service or civil service rights which may accrue to a County employee
858 under state or local law. King County assumes no responsibility for the payment of any
859 compensation, wages, benefits, or taxes by, or on behalf of RPF, its employees,
860 subcontractors, and/or others by reason of this Agreement.

861

862 5.19 INDEMNIFICATION AND HOLD HARMLESS.
863

864 A. To the maximum extent permitted by law, RPF agrees to defend, indemnify, and save
865 harmless The City of Maple Valley and King County, its/their officers, agents and
866 employees, from and against any and all suits, claims, actions, losses, costs, penalties,
867 judgments, settlements and damages of whatsoever kind or nature arising out of, in
868 connection with, or incident to the performance or non-performance of the duties
869 pursuant to the Agreement, and/or the negligent performance of work or services
870 performed by or on behalf of RPF, except for liability arising out of or caused by the
871 sole negligence of the City of Maple Valley or King County. RPF expressly and
872 specifically agrees that its obligations under this **Section 5.19** extend to any claim,
873 demand, and/or cause of action brought by or on behalf of any of its employees, or
874 agents. For this purpose, RPF, hereby expressly and specifically waives, with respect
875 to King County and the City of Maple Valley only, any immunity that would
876 otherwise be available against such claims under the Industrial Insurance provisions
877 of Title 51 RCW, but only to the extent necessary to indemnify King County and the
878 City of Maple Valley.
879

880 B. In the event of litigation between the parties to enforce the rights under this
881 paragraph, reasonable attorney fees shall be allowed to the prevailing party. The
882 indemnification, protection, defense and save harmless obligations contained herein
883 shall survive the expiration, abandonment or termination of this Agreement. Nothing
884 contained within this provision shall affect and/or alter the application of any other
885 provision contained within this agreement.
886

887 C. In the event it is determined that RCW 4.24.115 applies to this Agreement, RPF
888 agrees to protect, defend, indemnify and save the City of Maple Valley and King
889 County, its/their officers, officials, employees and agents from any and all claims,
890 demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever
891 for bodily injury to persons or damage to property (hereinafter "claims"), arising out
892 of or in any way resulting from RPF's officers, employees, agents and/or
893 subcontractors of all tiers, acts or omissions, performance of failure to perform the
894 rights and privileges granted under this Agreement, to the maximum extent permitted
895 by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.
896

897 D. In all contracts entered into by RPF in conjunction with its duties under this
898 Agreement, RPF will include a hold harmless provision similar to this **Section 5.19** to
899 protect King County.
900

901 5.20 WAIVER OF BREACH. Waiver of any breach of this Agreement shall not be deemed to
902 be a waiver of any other or subsequent breach and shall not be construed to be a
903 modification of the terms of the Agreement unless stated to be such through written
904 approval by King County, which shall be attached to the original Agreement.
905

906 5.21 ADDITIONAL TERMS. King County reserves the right to modify this agreement as
907 necessary to equitably address unforeseen circumstances that may arise. The Parties agree

908 to cooperate in good faith and in the spirit of this Agreement with respect to any such
909 requested modifications. Any such amendments or addendums to this Agreement shall be
910 in writing, executed with equal formality as this Agreement and subject to approval by
911 ordinance. Notwithstanding the foregoing, King County Council approval shall not be
912 required for any amendment to add Exhibit C to this Agreement.
913

914 5.22 DISPUTE RESOLUTION. The Parties agree to use their best efforts to resolve disputes
915 regarding this Agreement in an economic and time efficient manner to advance the
916 purposes of this Agreement. In the event that a dispute arises and cannot be resolved
917 within two days of the dispute occurring, the field development director of RPF and the
918 CPG manager from Parks shall meet in person, within four days of the dispute arising,
919 and work to resolve the dispute. RPF and Parks shall attempt to resolve such dispute as
920 expeditiously as possible and will cooperate so that the express purposes of this
921 Agreement are not frustrated, and so that any design, planning, construction, or use of the
922 Facility or the Site is not delayed or interrupted. Provided, that nothing in this *Section*
923 **5.22** shall otherwise limit the Parties' legal, equitable, or other rights or remedies.
924

925 5.23 TERMINATION/NOTICE/CURE. In recognition that RPF shall invest substantial funds
926 to develop the Facility at the Site, and recognizing that King County has fiduciary
927 responsibilities to its residents and taxpayers that may change over time, the Parties agree
928 that this Agreement may be terminated as follows:
929

930 A. FAILURE TO PERFORM.

931
932 1. OBLIGATION TO PERFORM. Nothing herein shall imply any duty upon King
933 County to do any work required to be performed by RPF in this Agreement, and
934 the performance thereof by King County will not constitute a waiver of RPF's
935 default. King County will not in any event be liable for inconvenience,
936 annoyance, and disturbance in its activities on the Site or the Facility, provided
937 that King County will not intentionally permit a loss of business or other damage
938 to RPF by reason of King County's actions pertaining to the Site or the Facility.
939

940 2. PAYMENTS TO OTHER PARTIES. Except as expressly provided hereunder, all
941 obligations of RPF under this Agreement will be performed by RPF at RPF's sole
942 cost and expense. If RPF fails to pay any sum of money owed to any party other
943 than King County for which RPF is liable hereunder, or if RPF fails to perform
944 any other act on its part to be performed hereunder, and such failure continues for
945 ten days after notice thereof by King County, King County may, without waiving
946 or releasing RPF from its obligations, make any such payment or perform any
947 such other act to be made or performed by RPF. Thereafter, on written demand by
948 King County, RPF shall promptly pay to King County an amount equal to all
949 sums so paid by King County, together with all necessary incidental costs
950 incurred by King County, plus interest on the sum total of such sums and costs.
951 For purposes of this *Section 5.23.A.2*, interest will be calculated at the lesser of
952 one percent per month or the maximum rate permissible by law, beginning on the
953 date that King County first makes a payment on behalf of RPF. RPF understands,

954 acknowledges, and agrees that King County is under no obligation to make any
955 payment on behalf of RPF.

956

957 B. DEFAULT.

958

959 1. PARKS' DEFAULT. Parks will not be in default unless Parks fails to perform an
960 obligation within sixty days after notice by RPF, which notice must specify the
961 alleged breach; provided that if the nature of Parks' breach is such that more than
962 sixty days are reasonably required for cure, then Parks will not be in default if
963 Parks commences to cure within sixty days of RPF's notice and thereafter
964 diligently pursues completion and completes performance within a reasonable
965 time.

966

967 2. RPF'S DEFAULT. The occurrence of any one or more of the following events
968 constitutes a default by RPF under this Agreement:

969

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

978

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

983

984 (3) RPF purports to assign the Site or the Facility is used by RPF for activities
985 other than in accordance with the terms of this Agreement, and such default is not
986 cured within thirty days after written notice from King County to RPF; or

987

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

991

992 C. TERMINATION FOR CHANGE IN RPF STATUS. King County may terminate this
993 Agreement without penalty or liability if, at any time during the Term of this
994 Agreement, RPF loses or changes its status: (1) as an active Washington nonprofit
995 corporation; or (2) as a tax-exempt organization under section 501(c)(3) of the
996 Internal Revenue Code as now or hereafter codified. Provided, that King County will
997 not terminate the Agreement under this **Section 5.23.C** if RPF reasonably cures any
998 and all such loss or change of status.

999

1000 D. DEFAULT FOR OTHER CAUSE. This Agreement may be immediately terminated
1001 for other cause by a party if the other party substantially fails to perform its
1002 obligations under this Agreement, through no fault of the terminating party, and the
1003 non-performing party does not commence correction of the failure of performance
1004 within sixty days of the terminating party's sending notice to the non-performing
1005 party.
1006

1007 E. OTHER RPF TERMINATION. RPF may terminate this Agreement for any reason
1008 upon twelve months prior notice in writing to King County. In this event RPF shall
1009 not be entitled to any compensation from King County for capital improvements
1010 made by RPF to the Site.
1011

1012 F. OTHER KING COUNTY TERMINATION.
1013

- 1014 1. King County may terminate this Agreement without cause upon twelve months
1015 prior notice in writing to RPF. In this event RPF shall be entitled to reasonable
1016 compensation from King County for capital improvements made by RPF to the
1017 Site with due regard for the funds invested by RPF, RPF debts remaining to be
1018 paid relating to the Facility, the fair market value of the Facility at the time of
1019 termination, and the length of time RPF has had use of the Facility.
1020 2. Any King County obligations under this Agreement beyond the current
1021 appropriation year are conditioned upon the King County Council's appropriation
1022 of sufficient funds to support such obligations. If the Council does not approve
1023 such appropriation, then this Agreement will terminate automatically at the close
1024 of the current appropriation year.
1025

1026 G. REMEDIES ARE CUMULATIVE. Remedies under this Agreement are cumulative;
1027 the failure to exercise any right on any occasion will not operate to forfeit such
1028 remedy.
1029

1030 5.24 DESTRUCTION OF PREMISES AND USE OF INSURANCE PROCEEDS.
1031

1032 A. Unless otherwise mutually agreed by the Parties, if the Site or the Phase 2
1033 Improvements are destroyed or injured by fire, earthquake, or other casualty during
1034 the Design and Construction Phase, then RPF will proceed to rebuild and restore the
1035 Site and the Phase 2 Improvements, or such part thereof as may be injured or
1036 destroyed. In the event of any loss covered by the insurance policies described and
1037 required under this Agreement, unless this Agreement is terminated as provided
1038 herein, RPF will use the proceeds of such insurance policies first to rebuild and then
1039 to restore the Site and the Phase 2 Improvements and replace the improvements,
1040 fixtures, and equipment which may be damaged or destroyed by such casualty.
1041

1042 B. Unless otherwise mutually agreed by the Parties, if the Site and/or the Facility are
1043 destroyed by fire, earthquake, or other casualty after completion of the Design and
1044 Construction Phase, then King County will proceed to rebuild and restore the Site and
1045 the Facility, or such part thereof as may be injured or destroyed to the extent of

1046 available insurance proceeds. In the event of any loss covered by the insurance
1047 policies described and required under this Agreement, unless this Agreement is
1048 terminated as provided herein, King County will use the proceeds of such insurance
1049 policies first to rebuild and then to restore the Site and the Facility and replace the
1050 improvements, fixtures, and equipment which may be damaged or destroyed by such
1051 casualty.

1052

1053 5.25 DUTIES UPON TERMINATION. Upon termination of this Agreement, RPF will
1054 remove from the Site and the Facility all its personal property, goods, and effects. If RPF
1055 fails to perform this duty at termination, Parks may cause such removal to be made and
1056 RPF's personal property, goods and effects to be stored, the cost and expense to be paid
1057 by RPF. It is understood and agreed that the real property constituting the Site and the
1058 Facility is the real property of King County and that all improvements to that real
1059 property will continue to belong to King County upon termination of this Agreement.

1060

1061 5.26 EMINENT DOMAIN. The following rules will govern the rights and duties of the Parties
1062 in the event of interference with RPF's design, construction, or use of the Site or the
1063 Facility as a result of the exercise of eminent domain or private purchase in lieu thereof.

1064

1065 A. RIGHT OF TERMINATION. If the whole of the Site or the Facility is taken for any
1066 public or quasi-public use under any statute or by right of eminent domain, or by
1067 private purchase in lieu thereof, then this Agreement will automatically terminate as
1068 of the date that title is taken. If more than twenty-five percent of the Site or the
1069 Facility is so taken and if the taking renders the remainder thereof unusable for the
1070 purposes contemplated under this Agreement, then RPF and King County will each
1071 have the right to terminate this Agreement on thirty-day notice to the other, given
1072 within ninety days after the date of such taking. Provided, however, that if King
1073 County is exercising its right of eminent domain, a fair value will be placed on this
1074 Agreement and the Facility with the compensation thereof awarded solely to RPF.

1075

1076 B. NON-TERMINATION. If any part of the Site or the Facility is so taken and this
1077 Agreement is not terminated, then the Agreement remains in effect with respect to the
1078 remainder of the Site or Facility.

1079

1080 C. COMPENSATION. The compensation awarded or paid upon a total or partial taking
1081 of the Site or the Facility, or this Agreement, or any of them, will belong to and be
1082 apportioned between RPF and Parks in accordance with their respective interests
1083 under this Agreement as determined between them or by a court. Additionally, RPF
1084 may prosecute any claim directly against the condemning authority for the costs of
1085 removal of the goodwill, stock, trade fixtures, furniture, and other personal property
1086 belonging to RPF. King County will have no claim to condemnation proceeds
1087 attributable to RPF's interest in the Facility, nor will RPF have any interest in King
1088 County's condemnation proceeds, if any.

1089

1090 5.27 SURRENDER. Within thirty days of the time this Agreement expires or is terminated,
1091 RPF shall remove any and all of its portable improvements at the Facility. If

1092 improvements include non-portable fixtures, such improvements shall inure to the benefit
1093 of King County and shall remain at the Facility.

1094
1095 5.28 HEADINGS NOT PART OF AGREEMENT. The headings in this Agreement are for
1096 convenience only and shall not be deemed to expand, limit, or otherwise affect the
1097 substantive terms of this Agreement.

1098
1099 5.29 GOVERNING LAW. This Agreement shall be governed by the laws of the State of
1100 Washington, without regard to its conflicts of law rules or choice of law provisions.

1101
1102 5.30 JURISDICTION AND VENUE. The exclusive jurisdiction and venue for any disputes
1103 arising under this Agreement, including matters of construction, validity and
1104 performance, shall be in the Superior Court for King County in Seattle, Washington.

1105
1106 5.31 RIGHT TO PARTICIPATE IN LITIGATION. Consistent with applicable law, RPF will
1107 have the right to participate in any litigation, arbitration, or dispute directly affecting the
1108 Site, the Facility, or interest of RPF therein, including, without limitation, any suit,
1109 action, arbitration proceeding, condemnation proceeding, or insurance claim. King
1110 County, upon instituting or receiving notice of any such litigation, arbitration, or dispute
1111 will promptly notify RPF of the same.

1112
1113 5.32 EXHIBITS. Exhibits A through E are attached hereto and Exhibits A through D are
1114 hereby incorporated herein by this reference:

- 1115
1116 A. Ravensdale Site Map and Project Scope
1117 B. Facility Use Rules
1118 C. Site Maintenance Plan
1119 D. Grant Award Matrix- Ravensdale Park Field Conversion
1120 E. Interlocal Agreement between the Parks and Recreation Division of the King County
1121 Department of Natural Resources and Parks and the City of Maple Valley

1122
1123 5.33 ENTIRE AGREEMENT. This Agreement and any and all exhibits expressly
1124 incorporated herein by reference and attached hereto shall constitute the whole agreement
1125 between King County and RPF. There are no terms, obligations, allowances, covenants,
1126 or conditions other than those contained herein.

1127
1128 5.34 SEVERABILITY. Should any provision of this Agreement be found to be invalid, illegal,
1129 or unenforceable by any court of competent jurisdiction, such provision shall be stricken
1130 and the remainder of this Agreement shall nonetheless remain in full force and effect
1131 unless striking such provision shall materially alter the intention of the Parties.

1132
1133 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date
1134 written.

1135

1136
1137
1138
1139
1140
1141
1142
1143
1144

Ravensdale Park Foundation

By _____

TITLE _____

Date _____

**King County Department of Natural
Resources and Parks**

By _____

TITLE _____

Date _____

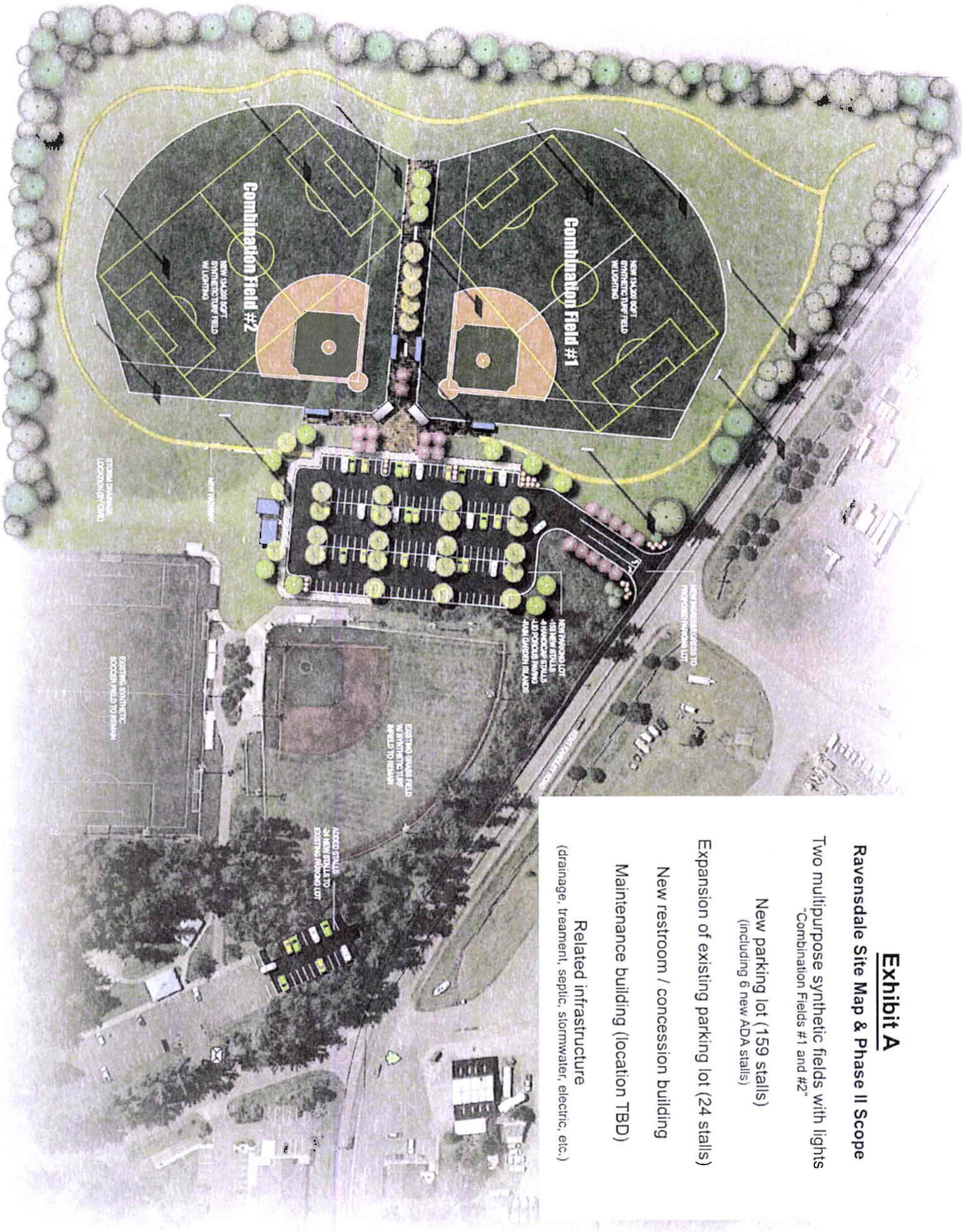


Exhibit A

Ravensdale Site Map & Phase II Scope

Two multipurpose synthetic fields with lights
 "Combination Fields #1 and #2"

New parking lot (159 stalls)
 (including 6 new ADA stalls)

Expansion of existing parking lot (24 stalls)

New restroom / concession building

Maintenance building (location TBD)

Related infrastructure
 (drainage, treatment, septic, stormwater, electric, etc.)

Facility Use Policy

Ravensdale Synthetic Fields

- No gum is allowed on any of the turf surfaces by players, coaches, or fans.
- No seeds are allowed on any of the turf surfaces by players, coaches, or fans.
- No metal cleats are allowed on the turf surface.
- No high-heeled shoes are allowed on the turf surface.
- No soda is allowed on any of the turf surfaces by players, coaches, or fans.
- No Gatorade or other sugary drinks allowed on turf surface.
- No golfing is allowed on the turf surface.
- No pets are allowed on the turf surface.
- No folding chairs or outdoor furniture are allowed on the turf surface.
- No smoking or tobacco products of any kind are allowed on the turf surface.
- No tent stakes are allowed on the turf surface.
- During scheduled uses, only coaches, players, or referees are allowed on the turf surface (inside the fence).
- All children must be supervised for their own safety.
- All park users are prohibited from accessing bio swale, storm water pond, or other storm water facilities around the field and throughout the park.
- Organized field use must be scheduled through the regional scheduling office, but drop-in use is allowed if there are no scheduled uses.
- Lights are centrally automated based on scheduled uses and will shut off 15 minutes after end of scheduled use for egress safety.
- Parking in designated areas only / no parking after closing time.
- Dogs and / or domestic animals must be kept on a leash no greater than 8' long.
- Dogs and / or domestic animal's feces are to be removed from park.
- Cutting, picking, or destruction of plant life on King County property is prohibited.
- Removal of any county property prohibited.
- Unauthorized possession of firearms or weapons is prohibited.
- Household and / or commercial garbage dumping prohibited.
- Overnight camping is prohibited throughout the park.
- Model aircraft and rockets are prohibited on the turf surface and throughout the park.
- All fireworks are prohibited on the turf surface and throughout the park.
- Alcoholic beverages prohibited in the park.

Exhibit C: Site Maintenance Plan

(To be attached prior to completion of construction)

Exhibit D

Grant Award Matrix

Ravensdale Park Field Conversion

Milestone(s)	Grants and Milestone			Milestone	Documentation Requirements
	Total: \$2m	Balance: \$2m	Paid \$0		
Milestone #1 January 2014	\$500,000		\$0	<u>Milestone #1 Deliverables:</u> <input checked="" type="checkbox"/> 100% Design <input checked="" type="checkbox"/> Permit <input checked="" type="checkbox"/> Construction Contract w/ Performance Bonds <input checked="" type="checkbox"/> Fundraising Plan <input type="checkbox"/> ILA with City of Maple Valley <input checked="" type="checkbox"/> \$2,300,000 Match Committed	<u>RPF Documentation:</u> <input checked="" type="checkbox"/> 100% Design <input checked="" type="checkbox"/> Construction Contract w/ performance bonds <input checked="" type="checkbox"/> Progress Report <input checked="" type="checkbox"/> Fundraising Plan <input type="checkbox"/> ILA with City of Maple Valley <input checked="" type="checkbox"/> Documentation of Match
Milestone #2 January 2015	\$500,000		\$0	<u>Milestone #2 Deliverables</u> <input type="checkbox"/> Parks Review <input type="checkbox"/> Financial Report <input type="checkbox"/> Annual Performance Report	<input type="checkbox"/> 2014 Financial Report <input type="checkbox"/> 2014 Annual Report <input type="checkbox"/> Site maintenance Plan finalized
Milestone #3 January 2016	\$500,000		\$0	<u>Milestone #2 Deliverables</u> <input type="checkbox"/> Parks Review <input type="checkbox"/> Financial Report <input type="checkbox"/> Annual Performance Report	<input type="checkbox"/> 2015 Financial Report <input type="checkbox"/> 2015 Annual Report <input type="checkbox"/> Site maintenance Plan finalized
Milestone #4 January 2017	\$500,000		\$0	<u>Milestone #2 Deliverables</u> <input type="checkbox"/> Parks Review <input type="checkbox"/> Financial Report <input type="checkbox"/> Annual Performance Report	<input type="checkbox"/> 2016 Financial Report <input type="checkbox"/> 2016 Annual Report <input type="checkbox"/> Site maintenance Plan finalized

Total **\$2,000,000**

Exhibit D

**Grant Award Matrix
Ravensdale Park Field Conversion**

Milestone(s)	Grants and Milestone			Milestone	Documentation Requirements
	Total: \$2m	Balance: \$2m	Paid \$0		
Milestone #1 January 2014	\$500,000		\$0	Milestone #1 Deliverables: <input checked="" type="checkbox"/> 100% Design <input checked="" type="checkbox"/> Permit <input checked="" type="checkbox"/> Construction Contract w/ Performance Bonds <input checked="" type="checkbox"/> Fundraising Plan <input type="checkbox"/> ILA with City of Maple Valley <input checked="" type="checkbox"/> \$2,300,000 Match Committed	RPF Documentation: <input checked="" type="checkbox"/> 100% Design <input checked="" type="checkbox"/> Construction Contract w/ performance bonds <input checked="" type="checkbox"/> Progress Report <input checked="" type="checkbox"/> Fundraising Plan <input type="checkbox"/> ILA with City of Maple Valley <input checked="" type="checkbox"/> Documentation of Match
Milestone #2 January 2015	\$500,000		\$0	Milestone #2 Deliverables <input type="checkbox"/> Parks Review <input type="checkbox"/> Financial Report <input type="checkbox"/> Annual Performance Report	<input type="checkbox"/> 2014 Financial Report <input type="checkbox"/> 2014 Annual Report <input type="checkbox"/> Site maintenance Plan finalized
Milestone #3 January 2016	\$500,000		\$0	Milestone #2 Deliverables <input type="checkbox"/> Parks Review <input type="checkbox"/> Financial Report <input type="checkbox"/> Annual Performance Report	<input type="checkbox"/> 2015 Financial Report <input type="checkbox"/> 2015 Annual Report <input type="checkbox"/> Site maintenance Plan finalized
Milestone #4 January 2017	\$500,000		\$0	Milestone #2 Deliverables <input type="checkbox"/> Parks Review <input type="checkbox"/> Financial Report <input type="checkbox"/> Annual Performance Report	<input type="checkbox"/> 2016 Financial Report <input type="checkbox"/> 2016 Annual Report <input type="checkbox"/> Site maintenance Plan finalized
Total	\$2,000,000				

INTERLOCAL AGREEMENT

between the
**Parks and Recreation Division of the King County Department of Natural Resources and
Parks,**
and the
City of Maple Valley

THIS AGREEMENT, made and entered into as of the date last set forth below by and between King County, a home rule charter county, through the Parks and Recreation Division of its Department of Natural Resources and Parks, (hereinafter "Division" or "King County") and the City of Maple Valley, Washington, a non-charter code city and municipal corporation organized pursuant to RCW Title 35A (hereinafter "City"), for contribution of funds towards the design, development, and construction of Combination Fields #1 and #2 and related infrastructure (two synthetic multiuse athletic fields)(the "Facility") at Ravensdale Park.

RECITALS

- A. King County is a home rule charter county that, among other things, provides regional and rural parks, recreation, and sports facilities for public use. RCW 36.68.090 authorizes the King County to build, construct, care for, control, supervise, improve, operate and maintain parks, swimming pools, and other recreational facilities.
- B. The City is a non-charter code city and municipal corporation organized pursuant to RCW Title 35A, with all of the applicable rights, powers, privileges, duties and obligations of a non-charter code city as established by law.
- C. The Ravensdale Park Foundation ("RPF") is a community-based nonprofit organization with a mission to steward the Ravensdale Park Master Plan on behalf of public users and other stakeholders of King County's Ravensdale Park.
- D. The City desires to support the development of public recreation facilities that provide recreational opportunities for its constituents which comprise approximately sixty percent of the youth served by RPF member organizations, and to secure field time for City contracted and/or operated programs distinct from those offered by RPF.
- E. RPF has the experience, ability, and resources to develop synthetic ballfields and related infrastructure and intends to develop the Facility for public use, with an expected infrastructure life of approximately thirty years with standard turf carpet replacements every ten years.
- F. RCW 36.89.050 authorizes King County to participate with other local governments in the financing, acquisition, construction, development, improvement, use, maintenance and operation of open space, park, recreation and community facilities.
- G. Under King County Code Section 2.16.045.E.1 the duties of the Division include providing active recreation facilities by facilitating agreements with other jurisdictions and entities.

- H. Pursuant to a Use Agreement between RPF and the County (the "RPF Use Agreement"), a form of which is attached hereto as Exhibit A, RPF will be responsible for designing, permitting and constructing the Facility consistent with the terms of such RPF Use Agreement.
- I. Consistent with the terms of this Agreement, the RPF Use Agreement shall reflect that one thousand (1,000) annual hours of first priority field use scheduling will be allocated to City contracted and/or operated programs at the Facility during peak field hours. Peak field hours are defined as 5:00 p.m. -10:00 p.m. on weeknights and 9:00 a.m. – 10:00 p.m. on weekends.
- J. King County and the City have determined that constructing the Facility at King County's Ravensdale Park will have significant public recreation value.

NOW, THEREFORE, in consideration of the promises and commitments made herein, King County and the City of Maple Valley agree as follows:

AGREEMENT

- 1. **PARTIES.** The parties to this Agreement are the Division and the City. There are no other parties and no third party beneficiaries. This Agreement creates no legal right, obligation, or cause of action in any person or entity not a party to it. The parties' representatives are identified below. All communication, notices, coordination, and other aspects of this Agreement shall be managed by the parties' representatives. Either party may change or substitute its representative at any time during the term of this Agreement by providing written notice to the other party.

The Division's representative is:
 Jessica Emerson, Section Manager
 Parks and Recreation Division
 Department of Natural Resources & Parks
 201 South Jackson Street, Suite 700
 Mailstop: KSC-NR-0700
 Seattle, WA 98104-3855
 Email: jessica.emerson@kingcounty.gov
 Phone: 206-477-4563

The City's representative is:
 Greg Brown, Director
 City of Maple Valley
 Parks and Recreation
 PO Box 320
 Maple Valley, WA 98038
 Email:greg.brown@maplevalleywa.gov
 Phone: 425-413-8800 ext. 663

- 2. **TERM.** Except as it may be later amended in writing pursuant to Section 23, or unless it is terminated as provided herein, the term of this Agreement shall commence on the date it is fully executed, and end on the thirtieth anniversary of the first day the Facility is open to the public.
- 3. **CONSIDERATION.**
 - A. If the conditions in this section are satisfied, the City shall remit to the County Two Million Dollars prior to March 31, 2014, which funds shall be disbursed by the County exclusively to pay for Facility related design and construction expenses. The City's obligation to remit Two Million Dollars to the County is

contingent upon the King County Council appropriating and paying equal funds of Two Million Dollars toward the Ravensdale Park Foundation for the construction of the Facility pursuant to the RPF Use Agreement. The City shall be under no obligation, directly or indirectly, to pay for any labor, material, or improvement associated with the Site or the Facility in excess of the Two Million Dollars contribution detailed above. The County shall use the City funds for these Facility related construction costs, and no other.

- B. For the first ten (10) years City contracted and/or operated programs shall be allocated one thousand (1,000) peak field hours of Facility use on an annual basis, PROVIDED that the City acknowledges and agrees that RPF programs shall also receive first priority public use scheduling at the Facility up to five thousand (5,000) peak hours per year, for years one through ten, pursuant to the terms and conditions set forth in the Separate Agreement attached hereto as Exhibit A, and PROVIDED FURTHER that the City agrees to work in good faith with RPF to schedule each party's allocation of priority hours at Ravensdale Park. Peak field hours are defined as 5:00 p.m. -10:00 p.m. on weekdays and 9:00 a.m. - 10:00 p.m. on weekends. For the first ten (10) years of operation, the City shall be charged a reduced rate of Sixteen Dollars (\$16.00) per hour, per field. For every hour of annual use beyond the 1,000 hours, the City shall pay King County the standard hourly rate established for the Facility. The City's reduced hourly rate does not include ballfield lighting, which shall be charged at the Division's standard rate. After the City has received its annual allocation of hours, it may, on a monthly basis, opt to waive any portion of its allocated hours and have them reallocated to RPF or other users by the County at the County's discretion. The City shall not incur any charges for field time or lights associated with any hours that are waived pursuant to this provision. The City acknowledges and agrees that the City and RPF's youth programming shall be given preference in determining allocation of the earlier times slots during the weekday and weekend peak field hours.
- C. This Agreement is for a term of thirty years. During the course of this thirty-year term, the parties anticipate that the Facilities may need additional capital improvements/investments to maintain the quality of the Facility. The County and the City reserve the right to negotiate supplemental terms to this agreement if necessary, relating to the need for additional capital investments. At two points during the term of this contract, at least twelve months before the end of the first ten years of the contract and the second ten years of the contract, the parties shall determine if such capital improvements are necessary. If so, the parties may supplement the terms of this agreement accordingly by mutual agreement. In addition, the parties may determine if supplemental terms regarding lighting, priority use, hourly use or other details are necessary at the same two points during the term of this contract. King County shall retain ownership of the Site and the Facility, including all improvements, permanent fixtures, and county-purchased equipment. The City shall have no obligation to contribute toward any additional capital investments that might be deemed necessary.

D. The City shall remit Facility use payments to the Division at the address below:

King County Parks / Regional Scheduling Office
PO Box 2798
Renton, WA 98056

4. **USE OF BOND PROCEEDS FUNDS.** All funds remitted hereunder to the County from proceeds of bonds issued by the City (referred to herein as the "Bond"), which is expected to comprise \$1,500,000 of the \$2,000,000 remitted pursuant to Section 3(A) above, shall be used by the County only and solely for the purposes described in this Agreement. The County hereby agrees to consult with bond counsel to the City with respect to any proposed change in use of the Facility from athletic fields to another use.
5. **DISPUTE RESOLUTION.** In the event any dispute regarding this Agreement cannot be resolved by informal methods, then prior to commencing litigation or taking any administrative action, the aggrieved party shall notify the other in writing of the particulars of the grievance, and the other party shall reply in writing within ten working days, setting forth its position and stating what, if any, action it will take with respect to the grievance. The aggrieved party shall respond in writing, indicating its satisfaction or dissatisfaction, as the case may be; in the event the aggrieved party is dissatisfied, the parties shall then meet in person and confer in good faith to resolve their differences before litigation is commenced.
6. **ANTI-DISCRIMINATION.** In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, sexual orientation, gender identity or expression, age (except minimum age and retirement provisions), marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, lay-off, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Further, 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, gender identity or expression, 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.
7. **FINANCING CONTINGENCY.** The City's funding obligations herein are contingent on the City's satisfactory completion of a sale of bonds, the proceeds of which will be used to satisfy the City's obligation.
8. **COMPLIANCE WITH ALL LAWS AND REGULATIONS.** The City and the County agree to comply with all applicable laws, ordinances and regulations from any and all authorities having jurisdiction over it, the activities contemplated in this Agreement.

9. INSURANCE. No insurance certification is required. However, the Parties agree to maintain premises and vehicle liability insurance in force with coverages and limits of liability that would generally be maintained by similarly situated agencies, and workers compensation insurance as may be required by Washington State statutes.
10. BREACH BY COUNTY. If the County fails to perform its obligations under this agreement after the City has satisfied its funding obligation, including issuing any required permits for the facility, the City shall have available to it any legal or equitable remedies including specific performance.
11. NO EMPLOYMENT RELATIONSHIP. With regard to any of the City's programming or activities at the Facility which occur pursuant to this Agreement, the City is an independent Contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the Division for any purpose. The City 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 Division employee under state or local law. With regard to the City's programming, the Division assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the City, its employees, subcontractors and/or others by reason of this Agreement. The City shall protect, indemnify, and save harmless the Division, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the City of Maple Valley's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the City of work, services, materials, or supplies in connection with or support of the performance of this Agreement.
12. INDEMNIFICATION AND HOLD HARMLESS; RELEASE AND WAIVER. The City of Maple Valley and the County agree to defend, indemnify and hold harmless each other, their respective officials, agents and employees, from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses (including reasonable attorney fees) that arise out of or are related to the negligent acts or omissions of the indemnifying party, (and its officials, agents, employees acting within the course and scope of their employment) the performance of said party's obligations under this Agreement or the exercise of a party's rights and privileges under this Agreement. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying party and its actors.

The foregoing provisions specifically and expressly intend to constitute a waiver of each party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

13. ENTIRE AGREEMENT. This Agreement and any and all attachments expressly incorporated herein by reference and attached hereto shall constitute the whole agreement

between the Division and the City. It replaces all other negotiations and agreements. There are no terms, obligations, allowances, covenants, or conditions other than those contained herein.

14. **WAIVER.** Waiver or breach of any provision 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 the Parties, which shall be attached to the original Agreement.
15. **ATTACHMENTS.**
Exhibit A: Use Agreement between the Parks and Recreation Division of the King County Natural Resources and Parks and the Ravensdale Park Foundation for the Construction and Public Use of Combination Fields #1 and #2 at Ravensdale Park.
16. **POLICE POWERS.** Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the Division or the City.
17. **IMPOSSIBILITY.** 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 Event 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.
18. **NO PARTNERSHIP.** Nothing contained herein shall make, or be deemed to make, the Division and City a partner of one another, and this Agreement shall not be construed as creating a partnership or joint venture.
19. **SINGULAR AND PLURAL.** Wherever the context shall so require, the singular shall include the plural and plural shall include the singular.
20. **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.
21. **GOVERNING LAW.** This Agreement is made under and shall be governed by the laws of the State of Washington.
22. **JURISDICTION AND VENUE.** King County Superior Court shall have jurisdiction over any litigation arising under this Agreement, and the venue for any such litigation shall be the King County Superior Court in Seattle, Washington.

23. AMENDMENT. This Agreement may be modified or amended only if the amendment is made in writing and is signed by King County and the City with this same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

King County, Parks and Recreation Division

City of Maple Valley

By _____
Kevin R. Brown, Division Director

By _____
David Johnston, City Manager

Date _____

Date _____