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2	COMMUNITY PARTNERSHIPS and GRANTS AGREEMENT:
3	DESIGN, CONSTRUCTION, MAINTENANCE, AND USE
4	between
5	King County Department of Natural Resources and Parks, Parks and Recreation Division
6	and
7	Redmond North Little League
8	for
9	Indoor Batting Cages
10	at
11	Redmond Ridge Park

THIS AGREEMENT, (hereinafter "Agreement") made and entered into by and between King County (hereinafter "County" or "King County"), a home rule charter county and political subdivision of the State of Washington, through its Department of Natural Resources and Parks, Parks and Recreation Division (hereinafter "Division"), and Redmond North Little League (hereinafter "RNLL") (collectively, the "Parties").

RECITALS

- A. King County, a home rule charter county and political subdivision of the State of Washington, is the owner of land commonly known as Redmond Ridge Park, which is located at 22915 NE Alder Crest Drive, Redmond, WA 98053 (hereinafter "Park").
- B. RNLL, is a non-profit, community-based, open-membership club in good standing, whose purpose is to provide public youth baseball and currently serves 450 youths.
- C. King County has determined that indoor batting cages (hereinafter "Facility") located at the Park has a significant and unique regional and/or rural public recreation value.
- D. King County has created the Community Partnerships and Grants (hereinafter "CPG") program within the Division to create new public recreation opportunities by empowering user groups, sports associations, and community organizations to provide mutually agreed upon capital improvements, programming, and/or maintenance for public recreation facilities on King County property.
- E. King County has agreed to allow RNLL to construct the Facility at the Park under the terms set forth in this agreement.
- F. Allowing RNLL to design, construct, operate, and program the Facility at the Park will provide a significant recreational amenity.

44 45 46 47		G. Pursuant to Chapter 4.56.150(E) King County Code (hereinafter "KCC"), the Division, an agency of King County, is authorized to enter into agreements for the use of King County land by non-profit organizations that are either making improvements to County property or providing a service that will benefit the public.
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49	TH	IEREFORE, in consideration of the mutual agreements herein contained, the Parties do hereby
50	agı	ree as follows:
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52	1)	PARK. The County is the owner and operator of the Park where the Facility will be located.
53		
54	2)	SITE. The Site means the location designated to construct the Facility in Exhibit A.
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56	3)	FACILITY: Facility means batting cages designed, constructed, operated, and programmed
57		by RNLL. See Exhibit A for a map of the Park, Site and Facility plans.
58		
59	4)	REPRESENTATIVES. All communication, notices, coordination, and other tenets of this
60		agreement shall be managed by:
61		
62		County Liaison is:
63		T.I. David CDC David Manager
64		T.J. Davis, CPG Project Manager
65		King County Department of Natural Resources and Parks
66		201 South Jackson St, Suite 700
67		Seattle, WA 98104-3855
68		Phone: (206) 229-3965 Email: tj.davis@kingcounty.gov
69 70		Email. ij.davis@kingcounty.gov
70 71		RNLL Liaison is:
72		KIVLL LIGISON IS.
73		Alec Weintraub
74		Redmond North Little League
75		PO Box 107
76		Redmond, WA 98052
77		Phone: (425) 503-0810
78		Email: president@rnll.org
79		
80	5)	EFFECTIVE DATE: This Agreement shall be effective upon signature by both Parties
81		(hereinafter "Effective Date").
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83	6)	TERM. The term (hereinafter "Term") of this agreement shall be five years from the
84		Effective Date. This agreement shall remain in effect until such time as it is modified or
85		amended in writing, or terminated as provided herein. RNLL and the County may choose to

renew this agreement for additional five-year terms pending successful compliance with the

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terms herein.

- 7) STEWARD. RNLL must be a good steward of the Facility and Park. All approved activities and use shall be considerate to the greatest extent possible of the capital, programmatic, and environmental value of the Facility and Park. All construction, maintenance, and other modifications shall be approved by the County and shall strictly adhere to all applicable environmental laws and regulations at all times.
- 8) FACILTY USE POLICY. Prior to opening the Facility, RNLL shall develop and continually enforce a Facility Use Policy (hereinafter "Exhibit B"), which is subject to review and modification by King County, to ensure user safety and positive relations with all parks users and the surrounding community. The Policy shall be posted in clear view of all users at the Facility and integrated into posted or otherwise distributed Facility rules.
- 9) CONDITION OF SITE. RNLL has inspected and knows the condition of the Site and agrees to accept the Site in AS IS condition without any obligation on the part of the County to make any changes, improvements, or to incur any expenses whatsoever to prepare, repair, or alter the Site to facilitate RNLL's construction of the Facility. The County shall not be liable to RNLL for claims or damages arising from or related to any defect in the condition of the Site at any time, whether known or unknown, or for damage by storm or any other occurrence.
- 10) CAPITAL IMPROVEMENT GRANT. RNLL shall receive a CPG Capital Improvement Grant in the amount of \$270,000. The mutually agreed upon facilities, features, and amenities to be planned and/or developed (per Exhibit A) consist of:
- 112 A. Indoor Batting Cages; and,
- B. Related Infrastructure.

- 11) CAPITAL IMPROVEMENTS. RNLL will raise all additional cash, in-kind services, and other resources required to complete the construction of the Facility. The current estimated cost for construction of the facility is \$560,000. In-kind services may include donated professional services, management services, manpower, materials, and other considerations. RNLL will serve as the supervisory not-for-profit corporation for development and construction of the Facility. RNLL shall design, develop, and construct facilities, features, and amenities in accordance with all applicable design(s), timelines, restrictions, environmental considerations, permitting determinations, mitigations, and all other requirements in coordination with the Division. RNLL understands, acknowledges, and agrees that it may not undertake or commence any construction activities on the Park until RNLL can demonstrate to the Division's satisfaction that RNLL has obtained the balance of cash or cash equivalents, including binding commitments for donated professional services, materials, equipment, and other in-kind contributions required to complete the construction of the Facility. For purposes of this Section, "construction activities" do not include preliminary activities such as surveying, mapping, drainage test pits, installation of temporary fencing, or other low-impact or readily reversible actions.
 - A. COORDINATION. In recognition that the design, development, and construction of the Facility will benefit the Division and its park users upon completion, the Division agrees to coordinate with RNLL, and to use its best efforts to assist with the issuance of any

federal, state, county, or local permits or approvals necessary to begin construction of the Facility at the Park. RNLL understands, acknowledges, and agrees that the Division's assistance shall not and does not constitute King County's official endorsement or approval of RNLL's plans, drawings, design documents, or construction for purposes of any applicable laws, regulations, codes, ordinances, guidelines, or industry standards (collectively, "Authorities"). RNLL will be solely responsible to comply with all applicable Authorities and to obtain all necessary permits, approvals, and endorsements.

B. DESIGN. RNLL has retained a licensed architect and/or licensed professional engineer, registered in the State of Washington, who will prepare a design for the Facility and exterior landscaping to be approved by the Division. RNLL is required to submit plan sets for review by the Division at 30 percent, 60 percent and 90 percent completion. The Division shall review the design plans for the Facility in concept and reserves the right to approve or reject the final design of the Facility. RNLL shall ensure that the design plans are consistent with established County zoning, design code, or both.

C. EXCLUSIVE POSSESSION DURING CONSTRUCTION. RNLL shall be entitled to exclusive possession and use of the Site during construction of the Facility.

D. CONSTRUCTION DEADLINES. RNLL is required to complete the development and construction of the Facility within one (1) year from the date that RNLL receives all funding, in-kind contributions, and the permits necessary to commence construction on the Facility.

E. CONSTRUCTION/SITE WORK/FENCING. RNLL will be solely responsible for the site work, required permits, and grading at the Site. RNLL will ensure the work area is properly barricaded, and will ensure that signage is installed directing unauthorized persons not to enter onto the construction site during any phase of development or construction. Unless otherwise agreed by the Parties in writing, fencing will be placed around work areas. In addition, construction sites will be kept clean and organized during development periods. RNLL will be responsible for security, traffic, and pedestrian warnings at the Park during the development and construction phases.

F. RELOCATION OF UTILITY LINES. RNLL will be responsible for relocating and improving storm drains, sewers, water lines, and other utilities, if any, at their own expense as required to complete development and construction of the Facility.

G. RIGHT TO INSPECT CONSTRUCTION. Division personnel or their agents may inspect the Facility construction project at any time provided that such persons observe due regard for workplace safety and security. The Division may require RNLL or its contractors to stop work immediately if the Division deems work stoppage necessary to remedy construction defects or to address risks to health, safety, or welfare.

RNLL specifically understands, acknowledges, and agrees that at a minimum, the Division will inspect the Facility construction project and approve work progress at the

180	following milestones:
180	following milestone

- i. Completed set of construction plans, drawings, specifications, and related design documents for the Facility construction project;
- ii. Preconstruction meeting with RNLL and primary subcontractor when all permits and approvals have been obtained;
- iii. Weekly construction meetings;
- iv. Site preparation complete;

The Division may hire an outside consultant to inspect and approve construction work. If the Division does so then the Division will forward the consultant's invoices to RNLL for payment. RNLL hereby agrees to timely payment of the consultant's invoices.

H. SUBSTANTIAL COMPLETION. When RNLL considers all work associated with the Facility to be substantially complete, RNLL shall give written notice to the Division. Division will promptly inspect the work and, if it does not agree that the work is substantially complete, the Division will prepare a list of items to be completed or corrected (hereinafter "Punch List"). RNLL or its contractor shall promptly complete or correct all Punch List items at no cost to the County. For purposes of this Agreement, "substantially complete" means that;

- i. RNLL and the Division have full and unrestricted use and benefit of the Facility for the purpose intended;
- ii. All the systems and parts of the Facility are functional;
- iii. Only minor incidental work or correction or repair remains to complete all Facility construction requirements; and
- iv. RNLL's contractor has provided all occupancy permits and easement releases, to the extent that any are required or applicable.

I. PROJECT COMPLETION. Project Completion signifies that construction is finished in accordance with the contract documents. This means that the Punch List has been completed, as certified by the project architect and approved by the Division. In addition, all onsite tasks have been completed and administrative submittals, lien releases, warranties, close-out documentation, manuals, as-builts, etc., have been turned over to the Division and verified for completeness.

J. FINAL ACCEPTANCE. Final Acceptance is the Division's acceptance of the Facility from RNLL after the entire work is completed, tested and inspected in accordance with the contract requirements.

K. RECORD DOCUMENTS. RNLL is required to submit record drawings, shop drawings, cut sheets, copies of permits, cultural resources clearance, and all project records.
 Division shall keep record documents in a central location so they are accessible.
 Electronic versions of record documents shall be retained by Division's Capital

Improvement Program or Operations Section.

L. WARRANTIES. With respect to all warranties, express or implied, for work performed or materials supplied in connection with the Facility, RNLL shall:

 If, within an applicable warranty period, any part of the Facility or work performed to construct the Facility is found not to conform to specifications, permit requirements, or industry standards, RNLL shall correct it promptly after receipt of written notice from the Division to do so.

If the Division determines that RNLL's corrective action is not satisfactory and/or timely performed, then the Division may either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party, and invoice RNLL for the cost to remedy the problem.

RNLL shall promptly reimburse the Division for all costs, expenses, or damages incurred by the Division, including but not limited to the cost to remedy the problem. An invoice is deemed received by RNLL three (3) days after deposit in the U.S. mail with proper address and postage. Invoices must be paid within thirty (30) days from invoice. Any invoice outstanding ninety (90) days is past due, payment must be remitted within ten (10) days or account will be turned over to collections.

ii. The warranty-related remedies provided in this Section are in addition to any other rights or remedies provided elsewhere in this Agreement or by applicable law.

M. ALTERATION OF PARK OR FACILITY AFTER CONSTRUCTION. After the Facility is completed and accepted by RNLL and the Division, as defined herein, RNLL will not make any material alteration to the Park, Site or Facility, including any changes to the landscaping, without written consent by the Division. If RNLL violates this provision, County shall, after giving RNLL notice of its violation, afford RNLL the opportunity to restore the Park, Site or Facility at RNLL's expense. If RNLL fails to perform and complete its restoration work in a reasonable time and manner after receiving notice, County may perform the restoration work, or have the work performed by a third-party, and recover its expenses from RNLL.

N. DEVELOPMENT AND CONSTRUCTION FEES AND EXPENSES. RNLL will be responsible to obtain and pay for all necessary permits, fees, and expenses associated with the development and construction of the Facility.

12) PUBLIC WORKS LAWS. To the extent applicable, RNLL will comply with all public works laws, regulations, and ordinances, including but not limited to those related to prevailing wages pursuant to the Revised Code of Washington (see RCW 39.12), retainage (see RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06), and competitive bidding (see RCW 36.32 and RCW 35.21.278). RNLL will indemnify and defend King County should it be sued or made the subject of an administrative investigation

or hearing for a violation of such laws, regulations, and ordinances in connection with the improvements.

Without limiting the foregoing, RNLL understands, acknowledges, and agrees that before beginning construction of the Facility, RNLL must execute and deliver to King County a performance and payment bond in an amount equal to one hundred percent (100%) of the estimated full value of the Facility construction contract (\$560,000), on a form acceptable to King County with an approved surety company and in compliance with RCW 39.08. King County must be named as the beneficiary of the payment and performance bond. RNLL must notify the surety of any changes in the work. RNLL must promptly furnish additional bond security to protect King County and persons supplying labor or materials required to construct the Facility if (a) King County has a reasonable objection to any surety; (b) any surety fails to furnish reports on its financial condition pursuant to King County's request; or (c) the estimated cost of the Facility increases beyond the bond amount.

13) OPERATIONS, MAINTENANCE, AND PROGAMMING BY RNLL. All costs of operations, maintenance, and programming assigned to RNLL, as set forth in Exhibit C, shall be the responsibility of RNLL. Any substantive changes or additions to the approved maintenance activities or schedule shall be accomplished either by the County's directive, or by RNLL's written request and subsequent approval by the County's Liaison, the Division's Operations Manager, and the Division's Labor Management Committee, as appropriate. Such changes will constitute a modification of this Agreement.

14) MAINTENANCE OF RECORDS AND INSPECTIONS. RNLL shall keep accurate records of all matters related to maintenance of the Facility. Such records shall be retained, open, and available for inspection by the County upon forty-eight (48) hours written notice during the Term of this Agreement, and not less than six (6) years after its expiration or termination.

15) MAINTENANCE BY THE COUNTY. The County will continue to maintain the Park consistent with past County practices and per the Redmond Ridge Batting Cage Operations, Maintenance, and Programming Plan (Exhibit C). All costs of maintenance and operations activities designated to the County will be the responsibility of the County.

16) FACILITY REVENUE AND BUDGET. Revenue derived from programming, scheduling, renting, on-site advertising, naming rights, or other uses of the Facility will be managed according to the terms contained in the Redmond Ridge Batting Cage Operations, Maintenance, and Programming Plan (Exhibit C). The planned fee schedule charged for the use of the Facility by the public shall be reviewed and approved by the Division prior to being implemented; provided that membership fees in the RNLL's organization need not be approved by the County.

17) PERFORMANCE REPORT. At the end of each Agreement year, RNLL will furnish the County Liaison with a report addressing revenues generated at and expenditures related to the use of the Facility. The report will also cover a summary of operation hours for approved activities, maintenance and condition of the Facility. RNLL will also provide the County Liaison a budget of proposed expenses and revenue for the following Agreement year's

operation.

18) NON-DISCRIMINATION. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services, activities, or employment made possible by or resulting from this Agreement on the grounds of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age, except minimum age and retirement provisions, unless based upon a bona fide occupational qualification. RNLL agrees to comply with KCC Chapters 12.16 (discrimination in employment), 12.17 (discrimination in contracting), and 12.18 (fair employment practices), together with any and all other applicable laws regarding nondiscrimination.

19) LIMITED USE. RNLL shall use the Facility for no other business or purpose than as explicitly provided in this agreement without the prior written consent of the County.

20) SIGNS. No sign, advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed by RNLL nor allowed by RNLL to be exhibited, inscribed painted, or affixed on any part of the Facility without the prior written consent of the County. All new Facility and/or Park signs shall follow the King County Sign System Guide and shall be manufactured and installed by the County, unless RNLL receives prior written consent of the County to do otherwise. Written consent shall be requested through the County Liaison and approved in writing by the Division Director. If RNLL violates this provision, the County may remove the sign without any liability and may charge the expense incurred by such removal to the RNLL. All signs erected or installed pursuant to the County's prior written consent shall also comply with any applicable federal, state or local statutes, ordinances or regulations. The County's consent to a sign is no guarantee that the sign complies with such statutes, ordinances, or regulations.

21) ASSIGNMENT OR THIRD PARTY USE. RNLL may not assign this Agreement or any interest therein, nor sublease all or part of the Facility without the County's prior consent.

22) OWNER. The County shall retain ownership of the Park. The County shall also have ownership of the Facility, therein, including all restoration, permanent fixtures and County-purchased equipment. The County's ownership of the Park and Facility shall not relieve, in any way, RNLL from its operation and maintenance responsibilities under this Agreement.

23) TAXES. RNLL will pay no rent to the County. Unless RNLL provides proof of exemption, RNLL will pay leasehold excise tax, which is an excise tax levied by the State of Washington pursuant to RCW 82.29A, on a rental amount determined pursuant to that statute. The tax will be calculated based on the rate specified in the statute, which is currently set at 12.84 percent. All applicable leasehold tax, if any, shall be sent to the Division at: 201 South Jackson Street, Suite 700, Seattle, WA 98104-3855, Mail Stop – KSC-NR-0700. Unless RNLL is exempt, it agrees to determine the amount of this tax and pay it, and to pay any other taxes levied on this Agreement by the State or by any taxing authority with jurisdiction over the Facility.

- 24) LIENS. RNLL agrees that it will not permit or allow to remain undischarged any lien for labor or materials against the Facility which arises as a result of contracts for services or materials entered into by RNLL.
- 25) COMPLIANCE WITH ALL LAWS AND REGULATIONS. In using the Site and Facility, RNLL and its members will comply with all applicable laws, ordinances and regulations from any and all Authorities having jurisdiction. RNLL specifically agrees to comply and pay all costs associated with achieving such compliance without any notice or requirements from King County, and RNLL further agrees that the County does not waive this section by giving notice of demand for compliance in any instance. The RNLL shall indemnify and defend the County if the County is sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.
- 26) HAZARDOUS SUBSTANCES. RNLL shall not, without first obtaining the County's written approval, apply, store, deposit, transport, release or dispose of any hazardous substances, petroleum products, sewage, medicinal, bacteriological, or toxic materials, or pollutants, on or at the Facility. All approved application, storage, deposit, transportation, release and disposal shall be done safely and in compliance with applicable laws.

27) INSURANCE REQUIREMENTS

- A. RNLL INSURANCE. Notwithstanding any other provision within this Agreement, RNLL shall procure and maintain, at its sole cost and expense, for the duration of this contract, the following minimum scope and limits of insurance. Nothing contained within these insurance requirements shall be deemed to limit the scope, application, and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained in this provision shall affect and/or alter the application of any other provision contained with this Agreement. RNLL shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The County shall have the right to receive coverage up to any insurance limits maintained by RNLL and/or its subcontractors that exceed the minimum limits.
 - i. Commercial General Liability insurance against claims for injuries to persons or damages to property, which may arise from or in connection with RNLL's operations, or use of the Park or Facility. Such insurance shall be as broad as that provided by Commercial General Liability "occurrence" form CG0001, or current edition, and must include coverage for Products Completed Operations. The insurance limits shall be no less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate limit.
 - ii. Automobile Liability: If the use of a vehicle is required, then RNLL must maintain Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000) Combined Single Limit per accident for Bodily Injury and Property Damage Insurance Services Office form number (CA 00 01) covering Business Auto

Coverage, Symbol 1 "any auto"; or the appropriate coverage provided by Symbols 2, 7, 8, or 9.

iii. Workers Compensation: If RNLL has employees, Statutory requirements of the State of Residency as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

iv. Employer's Liability or "Stop Gap": Coverage in the amount of One Million Dollars each occurrence shall be at least as broad as the protection provided by the Workers Compensation policy Party 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

v. All-Risk Property Insurance: Upon completion of construction, RNLL shall maintain All Risk Property Insurance in an amount equal to the full replacement value of the structure, its improvements, and personal property located on the Premises. The County shall be named as an additional loss payee and such policy shall contain a waiver of subrogation in favor of the County.

B. MINIMUM LIMITS OF INSURANCE – CONSTRUCTION PERIOD. Prior to commencement of Construction and until Construction is complete and approved by RNLL and the County, RNLL shall cause the Construction Contractor and related professionals to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the activities related to this Agreement. RNLL and the County, its officers, officials, agents and employees shall be named as additional insured, for full policy limits, on liability policies, except Workers' Compensation and Professional Liability.

Any deductibles and/or self-insured retentions shall not limit or apply to RNLL's, its contractor's and/or subcontractor's liability to the County and the cost of such insurance and any deductibles shall be paid by RNLL and/or any of RNLL's Contractor/subcontractors. RNLL shall cause its consultants, Contractors and/or subcontractors to maintain insurance with limits no less than the following:

i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and a \$2,000,000 aggregate limit.

ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage covering Business Auto Coverage, Symbol 1 "any auto"; or the appropriate coverage provided by Symbols 2, 7, 8, or 9.

iii. Workers' Compensation: Statutory requirements of the state of residency.

iv. Employers Liability or "Stop Gap": \$1,000,000 each occurrence.

v. Professional Liability, Errors & Omissions: RNLL must require its professional service providers to maintain Professional Liability, Errors & Omissions insurance in an amount no less than \$1,000,000 per claim and in the aggregate.

- vi. Builder's Risk/Installation Floater: RNLL, its Contractor and/or subcontractor shall procure and maintain during the life of the Agreement, or until acceptance of the project by the County, whichever is longer, "All Risk" Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse and theft. The coverage shall insure for direct physical loss to property of the entire construction project, for 100 percent of the replacement value thereof and include earthquake and flood. The policy shall be endorsed to cover the interests, as they may appear, of the County and include the County as a Named Insured. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Agreement and acceptance of the project by the County, RNLL or its Contractor and/or subcontractors shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse RNLL or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Agreement.
- C. SUBCONTRACTORS. RNLL will require its Construction Contractor during the Design and Construction Phase to include all subcontractors as insured under its policies, or, alternatively, the Construction Contractor may rely on insurance provided by one or more subcontractors to meet the requirements of this section. As evidence of compliance, the Construction Contractor will furnish separate certificates and policy endorsements for each such subcontractor corresponding to the insurance that such subcontractor will be providing. Any insurance provided by subcontractors must include the County, its officers, officials, agents and employees and the Construction Contractor as additional insured, for full policy limits on all liability policies, except Professional Liability/Errors & Omissions and Workers' Compensation.
- D. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles and/or self-insured retentions of the policies shall not apply to RNLL's liability to the County and shall be the sole responsibility of RNLL or its contractor.
- E. OTHER INSURANCE PROVISIONS. The required liability insurance policies in this Agreement are to contain, or be endorsed to contain, the following provisions:
 - All Liability Policies (except Professional Liability, Errors & Omissions and Workers Compensation):
 - a. Name "King County, its officers, officials, agents and employees" as additional insured with respect to liability arising out of activities performed by or on behalf of RNLL, and use of the Facility as outlined in this Agreement. Such additional insured status shall include Products-Completed

Operations. The County shall be additional insured regarding the total limits of liability maintained by RNLL and/or its contractors and subcontractors;

- b. Such coverage shall be primary and non-contributory as respects the County;
- c. State that RNLL's and/or contractors and subcontractors insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
- ii. All Policies: Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 45 days prior written notice has been given to the County. In the event of said cancellation or intent not to renew, RNLL shall obtain and furnish to the County evidence of replacement insurance policies meeting the requirements of this Section by the cancellation date. Failure to provide proof of insurance could result in suspension of the Agreement.
- iii. Acceptability of Insurers: The insurance provider must be licensed to do business in the State of Washington and have an AM Bests' rating of A-VIII or, if not rated with AM Bests, with minimum surpluses the equivalent of AM Bests' surplus size VIII. Professional Liability, Errors & Omissions insurance may be placed with insurers with an AM Bests' rating of B+ VII. Any exception must be approved by the County.
- iv. Verification of Coverage: On or before the date this Agreement is executed, RNLL shall provide the County with RNLL's and its contractor's Certificates of Insurance and required policy endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with this Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- v. Sanctioned Events: If the effectiveness of RNLL's insurance is conditioned on the Event being sanctioned by the governing body of a sports or other organization, then on or before the Event sanctioning deadline specified in Article 1, RNLL shall provide the County with written proof that the Event is properly sanctioned. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- 28) INDEMNIFICATION AND HOLD HARMLESS. RNLL shall protect, indemnify, and hold harmless the County, its officers, officials, agents, and employees from and against any and all claims, costs, expenses, and/or losses of whatsoever kind occurring, arising out of or resulting from (1) RNLL's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) design, work, services, materials, or supplies performed or provided by RNLL

employees, agents, subcontractors, or suppliers in connection with or support of the performance of this Agreement.

RNLL further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by RNLL, its officers, employees, agents, representatives, contractors, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the expiration or prior termination of the Agreement.

RNLL expressly agrees to protect, defend, indemnify and hold harmless the County, its elected and appointed officials, officers, employees, and agents from and against liability for any claims (including all demands, suits, and judgments) for damages arising out of injury to persons or damage to property where such injury or damage is caused by, arises out of, or is incident to the scope of activities under this Agreement. RNLL's obligations under this section shall include, but not be limited to:

i. The duty to promptly accept tender of defense and provide defense to the County at RNLL's own expense;

ii. Indemnification of claims, including those made by RNLL's own employees and/or agents;

iii. In the event it is determined that RCW 4.24.115 applies to this Agreement, RNLL agrees to defend, hold harmless, and indemnify the County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the County to the full extent of RNLL's negligence.

iv. RNLL, by mutual negotiation, expressly waives, as respects the County only, its statutory immunity under the industrial insurance provisions of Title 51 RCW;

v. In the event the County incurs any judgment, award and/or cost arising from this Agreement including reasonable attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from RNLL; and

vi. RNLL shall protect, defend, indemnify, and hold harmless the County, its officers, officials, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the performance or non-performance of the obligations under this agreement by RNLL's contractors, subcontractors, or the officers, employees, and/or agents of such contractors, and/or subcontractors in connection with or in support of this Contract.

vii. In the event it is determined that RCW 4.24.115 applies to this Contract, RNLL agrees to defend, hold harmless and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the County to the full extent of RNLL's negligence. RNLL agrees to defend, indemnify,

and hold harmless the County for claims by RNLL's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

An indemnification and hold harmless provision to protect The County similar to this provision shall be included in all Contractor or Concessionaire Agreements entered into by RNLL in conjunction with this Agreement.

29) WAIVER OF BREACH. Waiver of 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 County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.

- 30) EXHIBITS.
 - A. Site Map and Facility Plans
 - B. Facility Use Policy
 - C. Redmond Ridge Batting Cage Operations, Maintenance, and Programming Plan

31) ADDITIONAL TERMS. The County reserves the right to set additional terms as unforeseen conditions may warrant. The County must submit to RNLL a written addendum to this contract of the additional terms for RNLL to approve in writing. RNLL shall not unreasonably withhold its approval.

32) RIGHT TO INSPECT. The County at its discretion reserves the right to review and approve the performance of RNLL with regard to this Agreement. If the County does not approve of the aforementioned performance, it will give RNLL written notification of unacceptable performance. RNLL will then agree to take corrective action within a reasonable period of time, as defined by the County in the aforementioned written notification. If RNLL fails to take corrective action acceptable to the County within a reasonable period of time, reserves the right to do the work itself, or through a third-party, and RNLL shall be responsible for the cost.

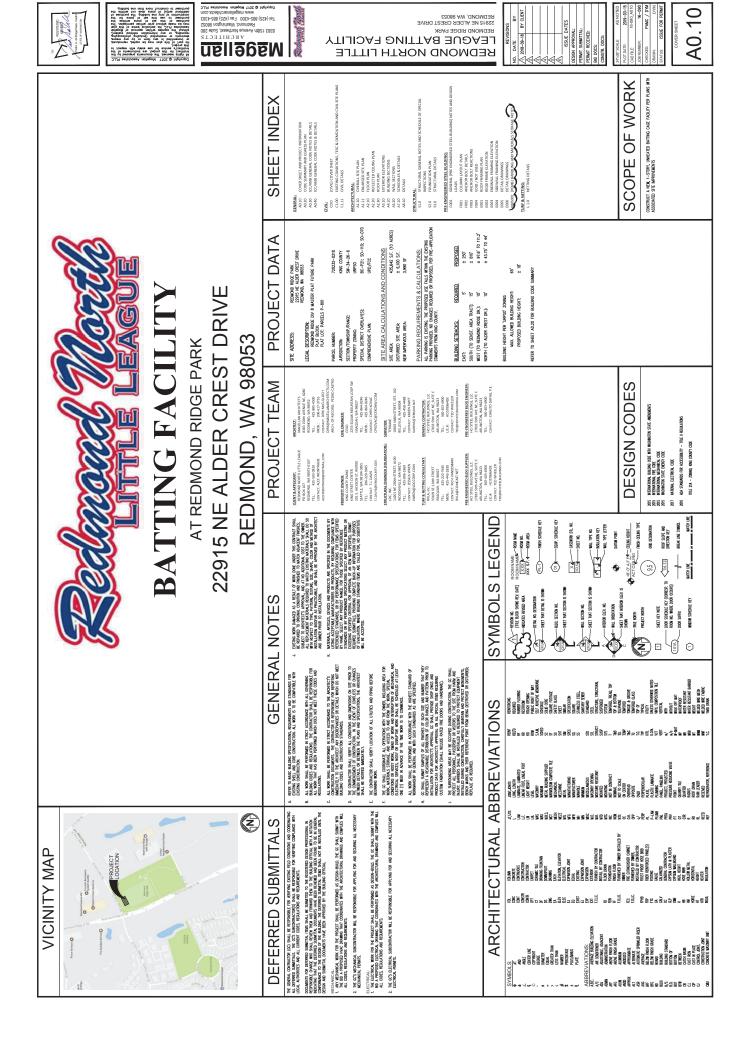
33) TERMINATION. The County or RNLL may terminate this Agreement without cause at any time by providing 30 days written notice to the other party.

34) SURRENDER. Within 30 days of this Agreement's expiration or termination, whichever is earlier, RNLL, shall, at the request of the County, remove any and all of its portable improvements made at the Park and make such repairs or restoration as may be necessary to put the Facility into good or better condition than it was at the beginning of the Term. Any non-portable fixtures or improvements shall inure to the benefit of the County and shall remain at the Park.

35) NO EMPLOYMENT RELATION. In providing services under this Agreement, RNLL is an independent Contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. RNLL shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the

636 637		these services and shall make no claim of career ay accrue to a County employee under state or local
638		bility for the payment of any compensation, wages,
639		e RNLL, its employees, subcontractors and/or others
640	by reason of this Agreement.	•
641	-	
642	36) NO PARTNERSHIP. Nothing in this	Agreement shall make, or be deemed to make, either
643	the County or RNLL a legal entity part	tner of the other, and this Agreement shall not be
644	construed as creating a partnership or j	oint venture.
645		
646		S. Nothing in this Agreement shall create any legal
647	right, obligation, or cause of action in a	any person or entity not a party to it.
648		
649		MENT. The headings in this Agreement are for
650	_	med to expand, limit, or otherwise affect the
651	substantive terms of this Agreement.	
652		
653	,	ment and any and all exhibits expressly incorporated
654	· · · · · · · · · · · · · · · · · · ·	o shall constitute the whole agreement between the
655	•	s, obligations, allowances, covenants, or conditions
656	other than those contained herein.	
657		
658		g County Superior Court shall have jurisdiction over
659		ment, and the venue for any such litigation shall be the
660	King County Superior Court in Seattle	, Washington.
661	41) COMEDNING LAW ET	
662	· · · · · · · · · · · · · · · · · · ·	t is made under and shall be governed by the laws of
663	the State of Washington.	
664		
665	IN WITNESS WHEDEOF 41- 1-41- 1-41-	-4-1
666		eto have executed this Agreement as of the first date
667	written.	
668 669	Redmond North Little League	Vina County
670	Rediffolid North Little League	King County
671	$\mathbf{R}_{\mathbf{V}}$	R_V
672	By	By
673	TITLE	TITLE
674		
675	Date	Date







OCCUPANCY TYPE(S):



Maggellan A R CHITECTS R883 158th Avenue Northeast, Subia 280 Tell (450) 866-300 Fet (620) 865-430 Www.nagelianachitects com www.nagelianachitects com whyth 6 2017 Mostern Associates PLLC

Redmond Month

LEAGUE BATTING FACILITY REMOND RIDGE PARK CREET BRIVE REPROND, WA 58053 REDMOND NORTH LITTLE



AEVISIONS.	NO. DATE BY	 	 ≪		 ISSUE DATES	DESIGN APPROVAL:	PERMIT SUBMITTAL:	PERMIT RECEIVED:	

A0.20

BUILDING CODE SUMMARY FIRE RESISTANCE RATING REQUIREMENTS (PER 18C T, 601) FOR TYPE V-B CONSTR. ALLOWER MEAN FOR FIDOR (BASE) ON BE SETION SM2.2 AND 150x12; N=6500 M=6500 M=6500 $M=6.000 \cdot (6000 \times 173)$ $A=6.000 \cdot (6000 \times 173)$ A-3 (ASSEMBLY) NO NO BULDING CONSTRUCTION TYPESS SPRINGERS: FIRE ALARM SYSTEM:

PRIAMEY STRUCTURAL FRAME
NO RATING REQUIP
NON-ECAGNIO NITEROR RELATIONS NO RATING RECUIP
FLORE CORPUSITION (SLAE ON GARLE). NO RATING RECUIP
ROOF CONSTRUCTION (SLAE ON GARLE). NO RATING RECUIP

1 STORY ±18"-0" ABOVE FINISHED GRADE MAXIMUM ALLOWABE HEIGHT & NO. OF STORES ABOVE GRADE FLANE PER TABLES 504.3 & 504.4.
I STORY, 40' BUILDING HEIGHT.
I STORY
I STORY

TRAND DISTANCE REQUIREMENTS.

- CRESS TRANDE DISTANCE - A 2007 FEB BC 1148E 1016.2

- CAMAGN FAIR OF TRACE = < 757 FEB BC 1014.3

- MINUMA DETAINE ETHERS IN SIS SAULE, BC SECRIE THAN 1/2 DAGSWAL DISTANCE, OF SECRIE THAN 1/2 DAGSWAL DISTANCE, OF SECRIE THAN 1/2 DAGSWAL DAGSWAS OF ANSE OCCUPANCY DATA

72 000. REQUIRED EDRESS WIDTH = $72 \times 0.20 = 14.4$ INCHES PROVIDED EDRESS WIDTH = (2) 36° DOORS = 72 INCHES OCCUPANT LOAD SUMMARY (PER IBC TABLE 1004.1.2): EXERCISE ROCKS
3,596 SF/50 GROSS=

LEVELS OF INSULATION

THE PROPOSED IS AN UNIFATED/NON-CONDITIONED STRUCTURE THUS NOT SUBJECT TO EMERCY CODE. AND INSULATION REQUIREMENTS. INSULATION LEVELS SPECIFED HEREIN ARE AT THE OPTION OF THE OWNER.

R-13 BATTS BETBEEN PURLINS + R-13 BLANKET CONTIN, ABOVE w/ ROOF CLIPS (1,375" CAP) AND R-3.5 THERMAL BLOCKS NO INSULATION PROPOSED/REQUIRED NO INSULATION REQUIRED WALLS: FLOOR: SLABS ON GRADE:

U-FACTOR 0.70, FOAM INSULATED STEEL (AT SWINGING DOORS)

A. EPPOSED INSULATION MATERIALS MOLLDING FACINGS AND VAPOR BARRERS, SHALL HAVE A FARE SPREAD RATING NOT TO EXCEED 2A, AND A SPOVE EDENSITY NOT TO EXCEED 440, AND SHALL BE IN SUBSTIMITIAL CONTACT WITH THE WILL OR CIZING SUFFACE. 3. ALL INSULATION WILL STRICTLY CONFORM TO REQUIREMENTS OF UL LISTING WHERE USED IN UL RATED ASSEMBLES.

FIRE DEPARTMENT & FIRE PROTECTION NOTES

APPONED MANREES OR AUDRESSES SHALL BE PROVIDED FOR ALL BILLIDNICS IN 2019, A POSTUDA, AS TO BE PAMAY YUBBE, AND LICIBLE FRAN THE STREET OR PROJAT PROVINCE FOR PROPERTY 4, MR. HT. W/ 1/2" MA. STREET OR CORRESSING BIOLOGOLOGI.

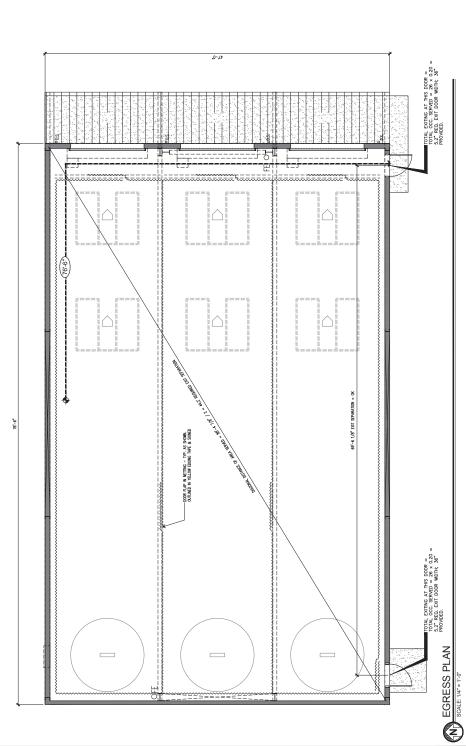
. Knox box a nnox box shall be installed in an approved location and all regured keys shall be on site for lock up pror to building fine final. TEMPORARY ALDRESSING REQUIRED DURING CONSTRUCTION SHALL BE VISBLE FROM THE STREET.

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LEAGUE BATTING FACILITY REDMOND RIDGE PARK 22916 NG PAGEST DRIVE REDMOND, WA 80853

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Redmond Month

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REDMOND NORTH LITTLE

REACH RANGES

ICC/ANSI SEC. 308

5-2. OK BETOM Z-Z OR GREATER

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Lobby Œ PROTRUDING OBJECTS

CALCADES CONCASSES CONTROLL AND A RANGE SET STEPS THAT DO A READ MAS SHALL NOT BE SET OF THE SET OF

DURB RAMPS (ICC/ANS) SEC. 406); XAB RAMPS SHALL RE 36 INCHES WIDE MAIL, EXCUSINE OF FLARED SDES. CARB RAMPS AND THEIR SDE FLARES SHALL NOT

DORS SERVICE, DORS SERVICES BITHS 10 NOTES OF THE FLOOR DR DORSON MEDICALLY SOULLE, 15 SHOWING SERVICES BITHS AND SERVICES BITH

THESE FORCES DO NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENBAGE OTHER DEWCES THAT HOLD THE Door in a glosed position.

INTERIOR HINGED DOOR: 5.0 POUNDS SLIDING OR FOLDING DOOR: 5.0 POUNDS

ICC/ANSI SEC. 304, 305 & 306

A0.40

LEAGUE BATTING FACILITY REMOND FIDE REPRING FARK 23915 N.E. ALDER GREST DRIVE REDRIVE, WE 98053

Maggellan

A RCHITECTS

(1642) 8883 158th Avenue Northeast; Suite 280

Redmond, Washington 59002

Tel (425) 8864300 1684 (165) 8864300

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Redward Month REDMOND NORTH LITTLE







A Secretary And Alexander

HINE APPROACH - PUSH SIDE

LATCH APPROACH - PULL SDE

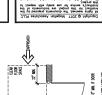
HINE APPROACH - PULL SOE

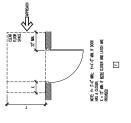
ROAT APPROACH - PUSH AND PULL SDES

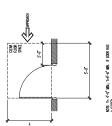
SECTION 4042. WAILED TOOKS AND DOORWINS AND MANUAL GARES, MOLITONS THOSE GARES, SWALL COMEY WITH THE REQUEREMENTS OF 49421 DORBELEIF DORBELEIF DORBES AN LEAST ONE OF THE ACTIVE LEARS OF DOSBAN'S WITH THO LEARS SHALL COMPLY WITH SCYTING 46422 THO 46423 444.2 ALCO MITE ADDRING SHALL HACK A CLOR FORMS WITH OF TO MOSES WILL CLOR FORMS. WITH OF ADDRING THE STREAMS NO DOTS SHALL SHEED WITH THE PROSE ADDRESS AND SHOWN THE PROSE ADDRESS AND DOTS SHALL SHEED WITH SHALL SHEED WITH A SHOWN THE PROSE ADDRESS AND SHALL SHEED WITH SHALL SHEED WITH SHALL SHEED WITH SHALL SHEED WITH SHEED WITH SHALL SHEED WITH SHALL SHEED WITH SHEED W

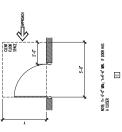
40A.I GONERAL, DOORS AND DOORMAYS THAT ARE PART OF AN ACCESSIBLE ROUTE SHALL COMPLY WITH SECTION 40A.

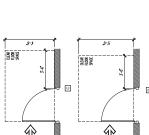
I.C.C. 404 DOORS AND DOORWAYS:

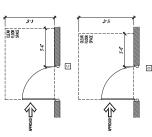


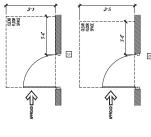


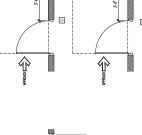


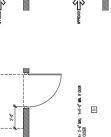




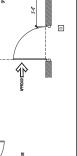


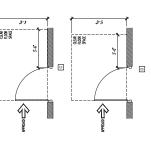


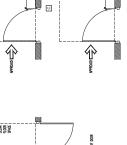














NOTE: X = 1'-0' (AM.) If door has both a closer and a laten

49.8.2 HESYGLIS ALTOCKINIS. E PRIVIDE, HINSCHOLD, HINSCHOLD ODDRIN'S SWALL BE 1/2 INCH MAX, IN HEIDHT, RASID THESYGLIS AND CHANZS IN LIBEL AT DOCRIMAS SWALL CORPLY WIN SCHOOLS 30, 240, 30,

2. IN ALTERATORS, A PROJECTION OF 5/6 WAY MAX. NTO THE RECURSID CLERR OPENIOS WIDTH SAULL BE PERMITTID FOR THE LATEN SIDE. STRP.

EXCEPTIONS.

1. DOOR CLOSES AND DOOR STOPS SHULL BE PERMITED TO BE 78 MONES WA. ABOVE THE FLUOR.

<u>448.2.1 FOR SIRFACE</u> FLOXO SURFACE WITHIN THE WARRINGTONG OLDERANCES SHALL HAVE A SLOPE NOT STEEPER THAN 1-68 AND SHALL CORPUT WITH SECTION 322.

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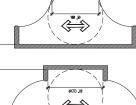
OLENE PLOOR SPACE

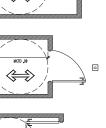


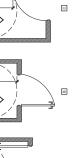
MANEUVERING CLEARANCES AT MANUAL SWINGING DOORS

MAT EDONG TRANSITION (MANUNCTON 425)

60" OLEAR WIN.







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CONCRETE TO TILE

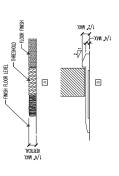
1 15/16

CONCRETE TO PLUMBER FLOOR

2/12

CONCRETE TO SUBBER MAT





CONCRETE TO COMPUSTIE THE (AICT)

"SJFER 2" T" TRANSTON (MANIMISTON 935)

PINLESS METAL TRACK (MANAMETER PRO) TLE CARPET JONER" TRANSITION (WANNIETON 150)

CONCRETE TO CARPET

UNCERSUIG REDUCER* IRANSTICA (MANINGTON 736)

NOTE
WINDOW AD ETIEROR THERSHOLD SHALL BE NO HORSET THAN 1/2 MOT ABOVE
REPOLID OR SO/POD AT NA MARE NOT TO EXCESS OF EXCRESS SO THAT NO
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THRESHOLDS

FOR REFERENCE

FLOORING TRANSITIONS

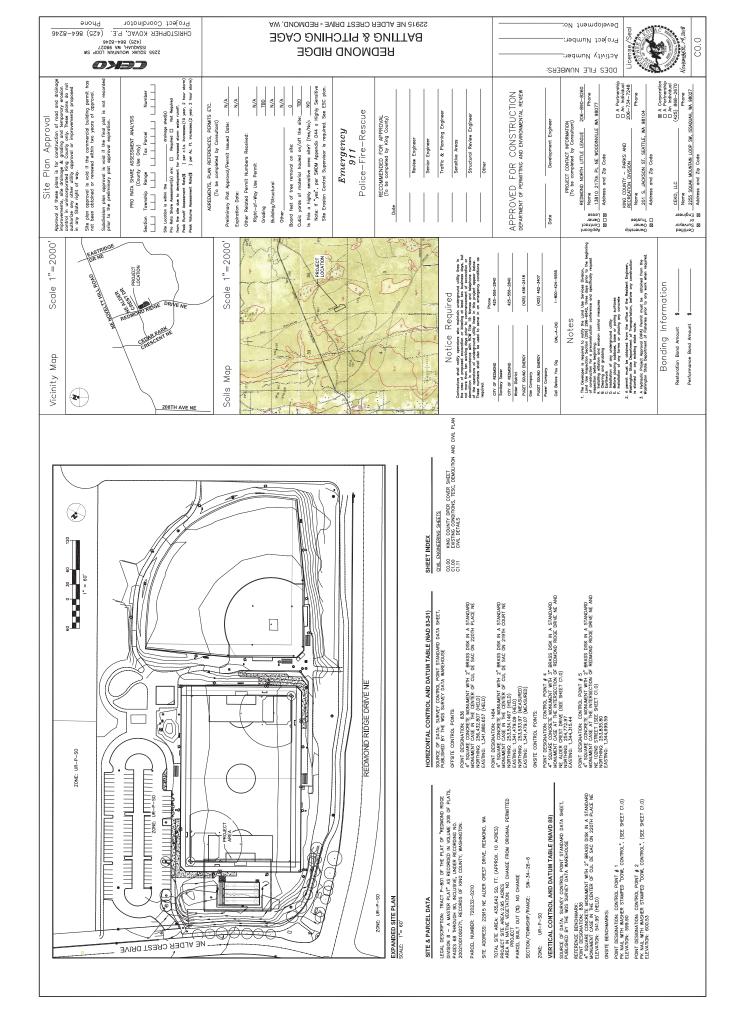
SCALE: 1'-0" = 1'-0"

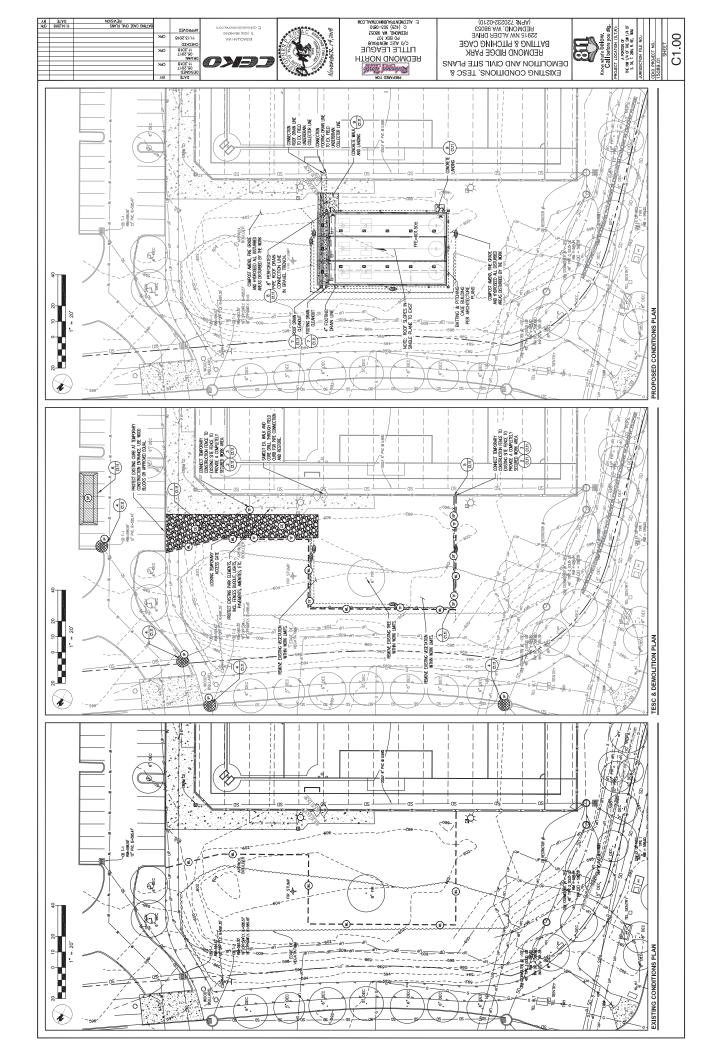
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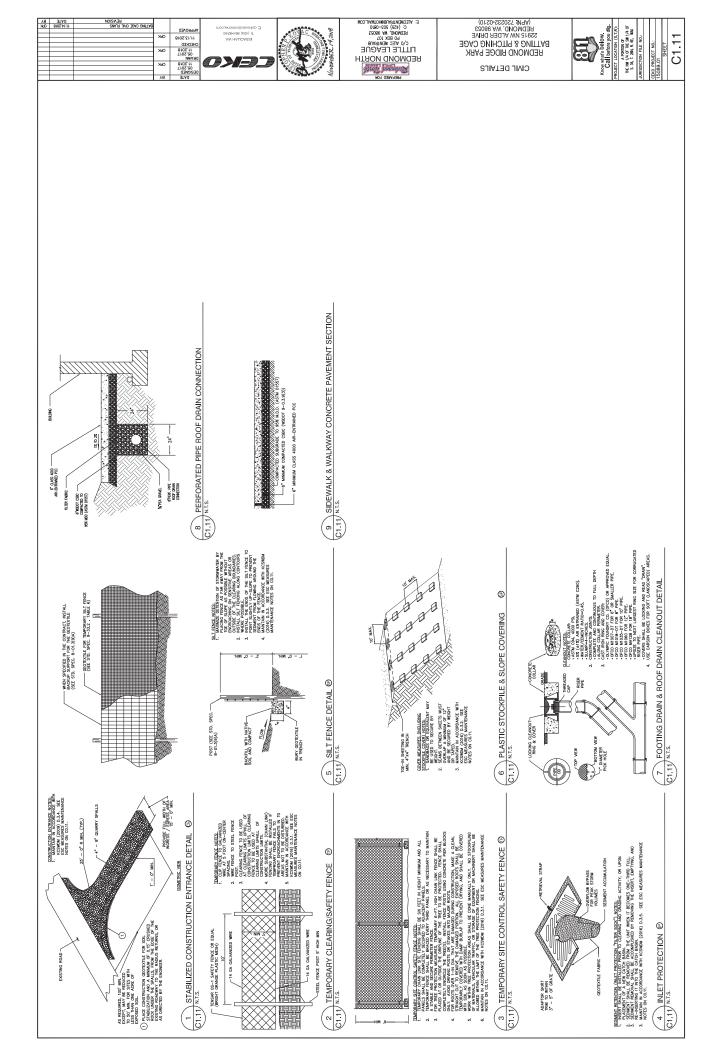
COMPOSITE TILE (MCT) TO CAPPET

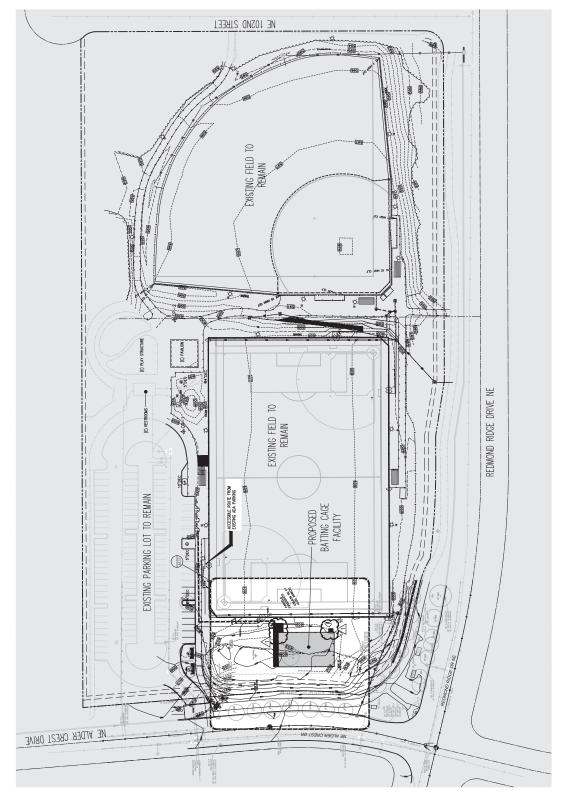
TOPICO EDEE 1º TRANSTION (WANNESTEN 150)

ICC/ANSI SECTION 302 & 303

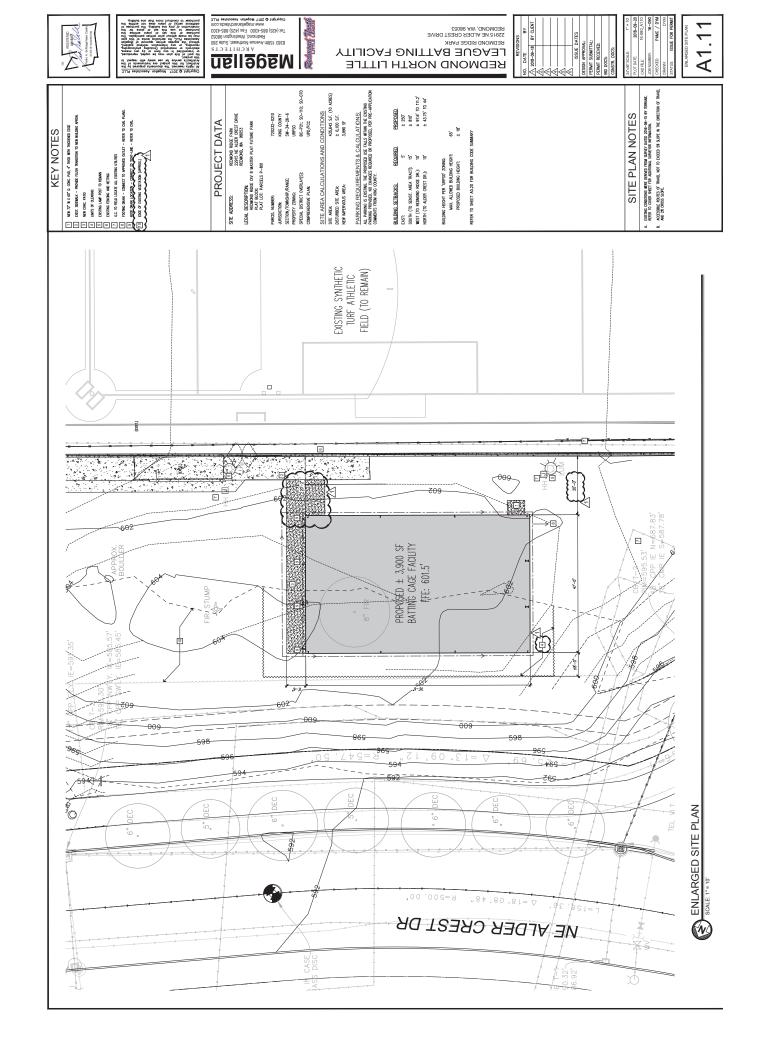


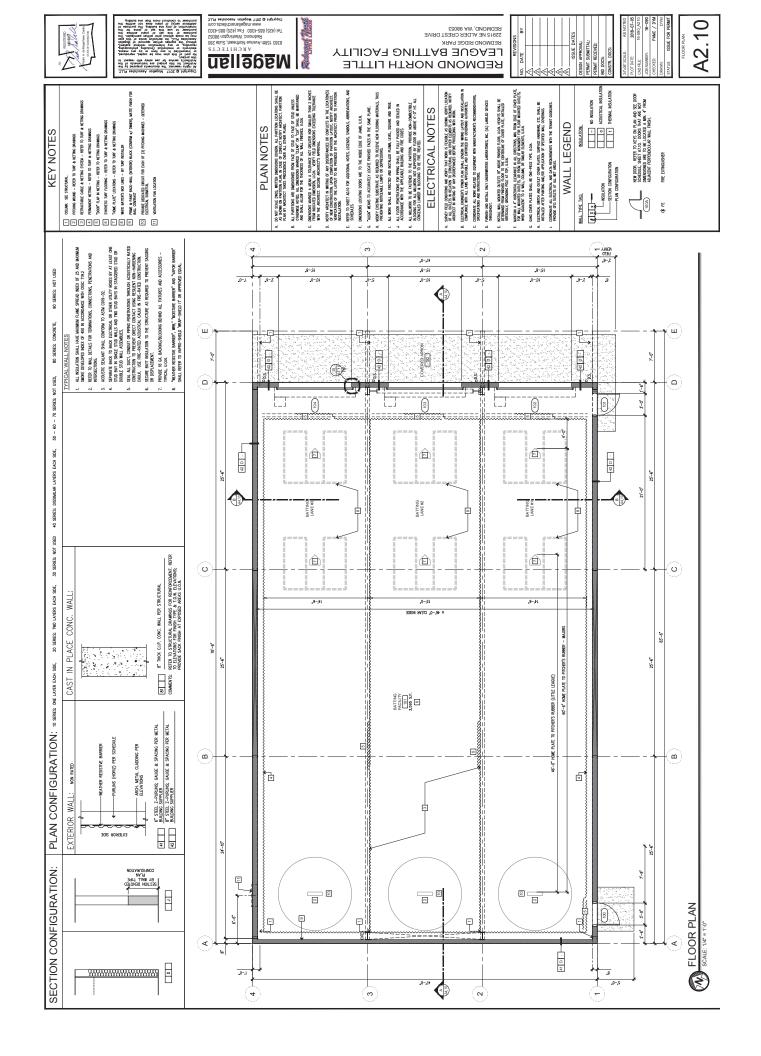


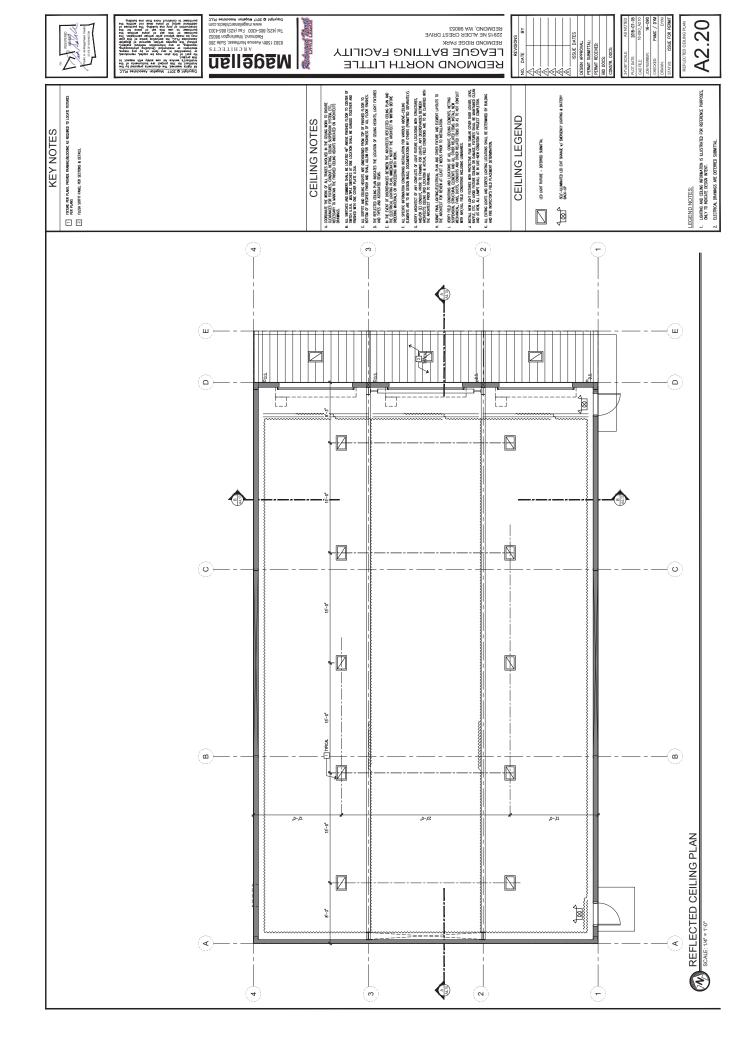




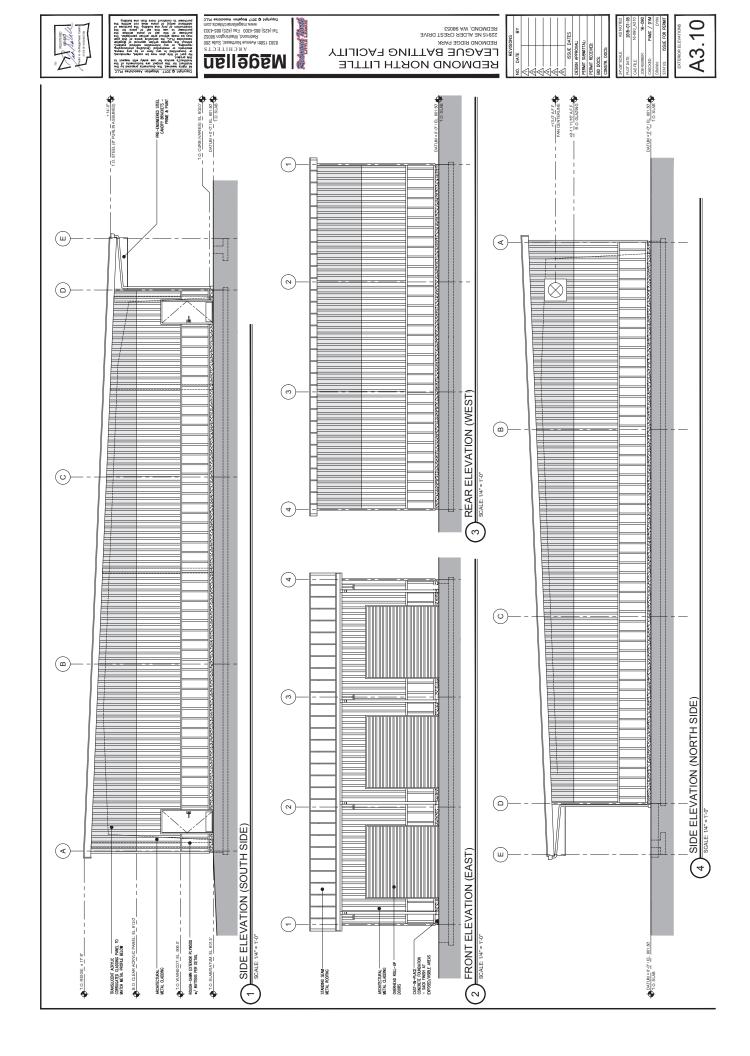








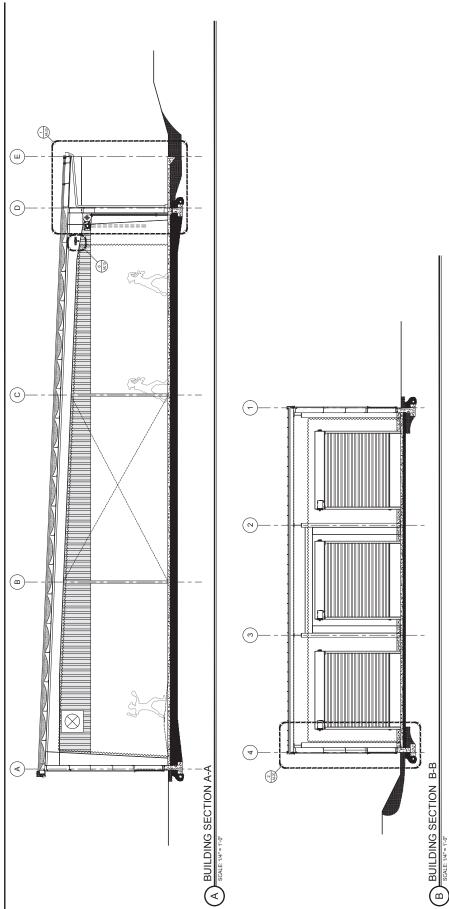
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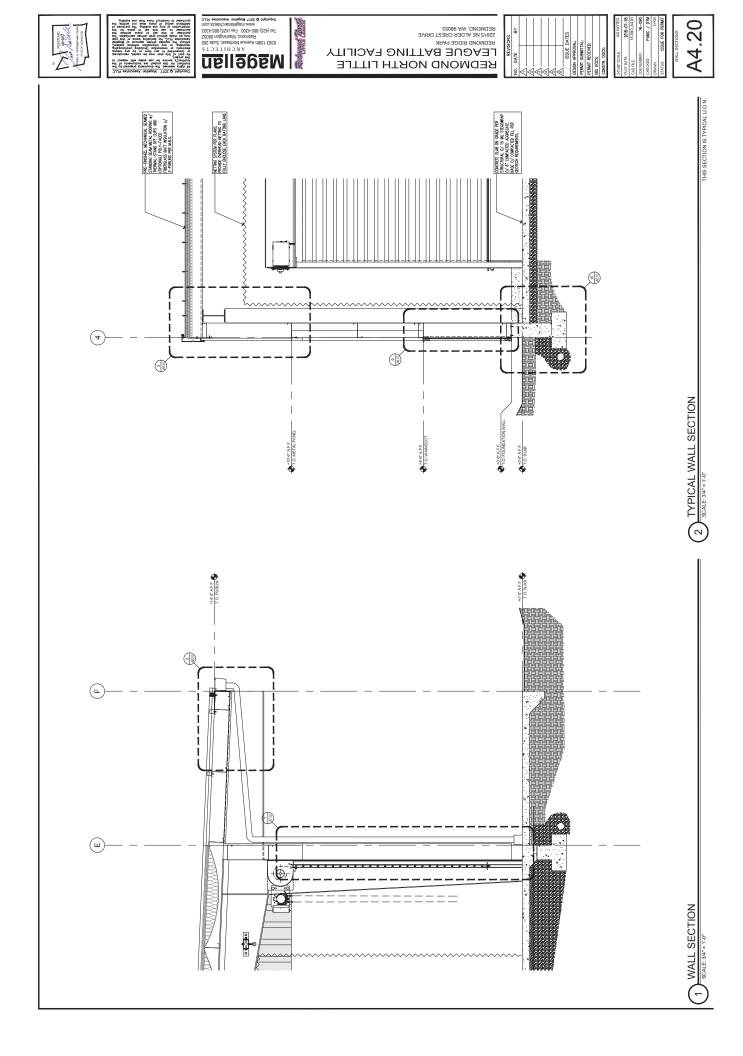


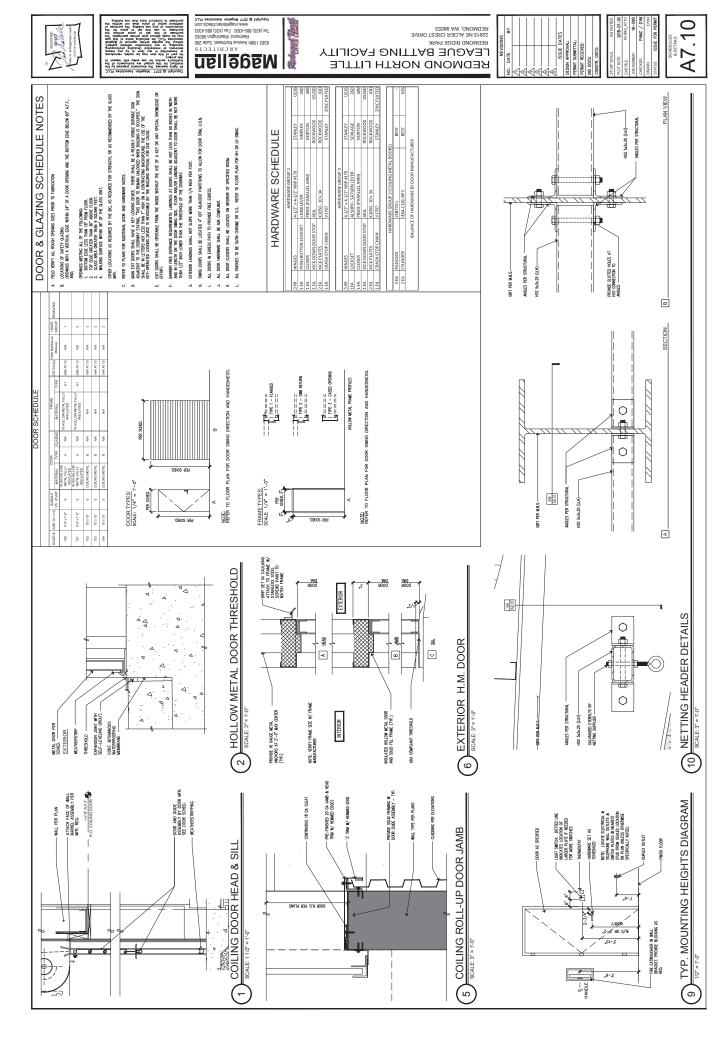


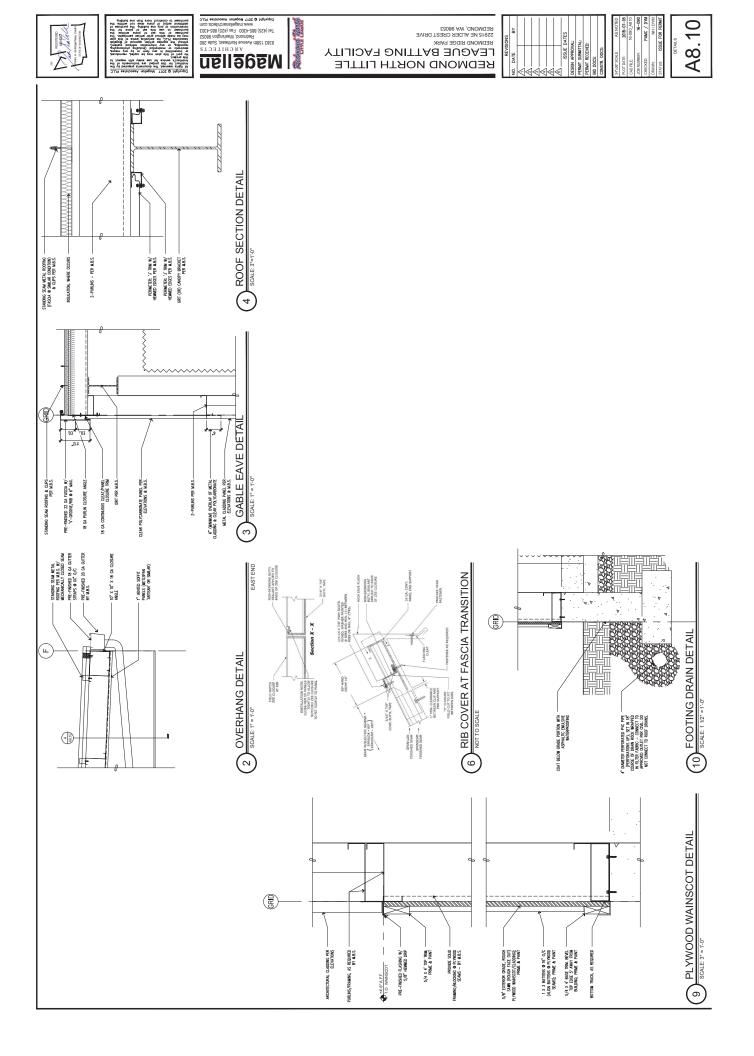
REDMOND NORTH LITTLE











BATTING FACILITY REDMOND, WE 98063 REDMOND, WE 98063

21. COUNTED HOUSE ON STRONGER CHEESE, REMORATION RESIDENCE AND TO COUNTED STRONG CHEESE A REMORATION RESIDENCE TO COMMON RESID

ALL CONDÉTE, MORK SHALL CONFORM TO ACI 301, SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BULLINGS, DESCAN IS BASED ON ACI 316-14, BULLING DOCE REQUIREMENTS FOR REINFORCED CONCRETE UNESSE NOTED DIFFERMISS, ALL CONCRETE SHALL BE INGOMAL WISCHT & SHALL HAVE MANIAUM 28 DAY STREAGHER AS FOLLOWS:

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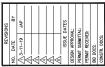
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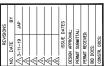
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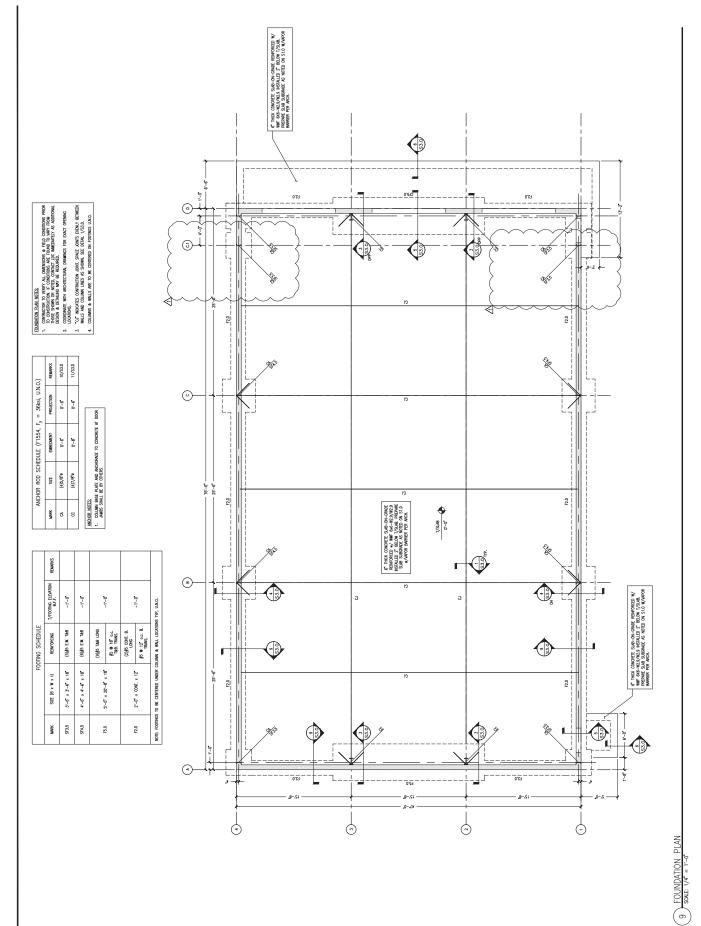




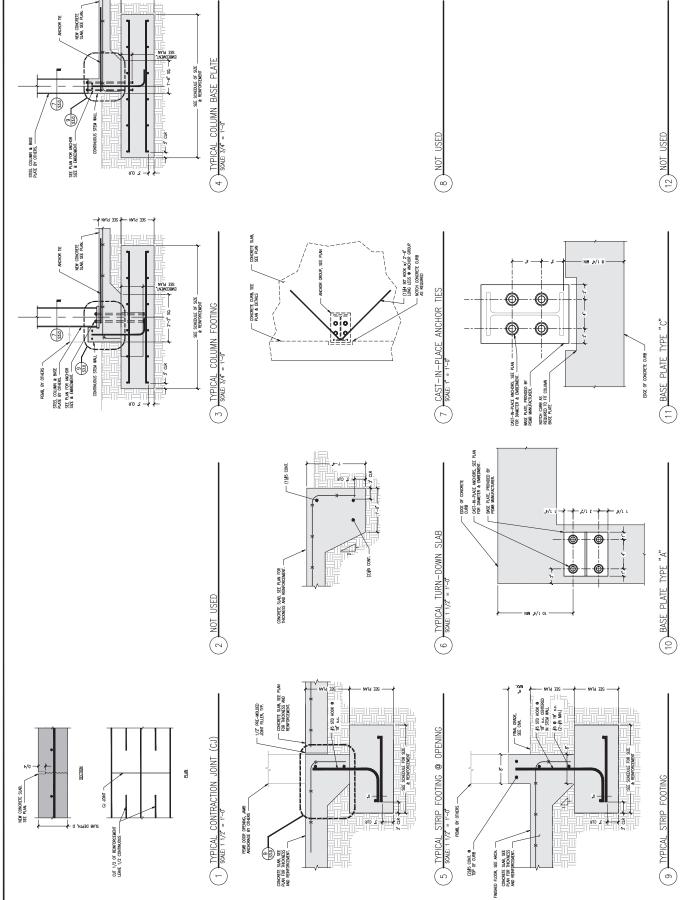


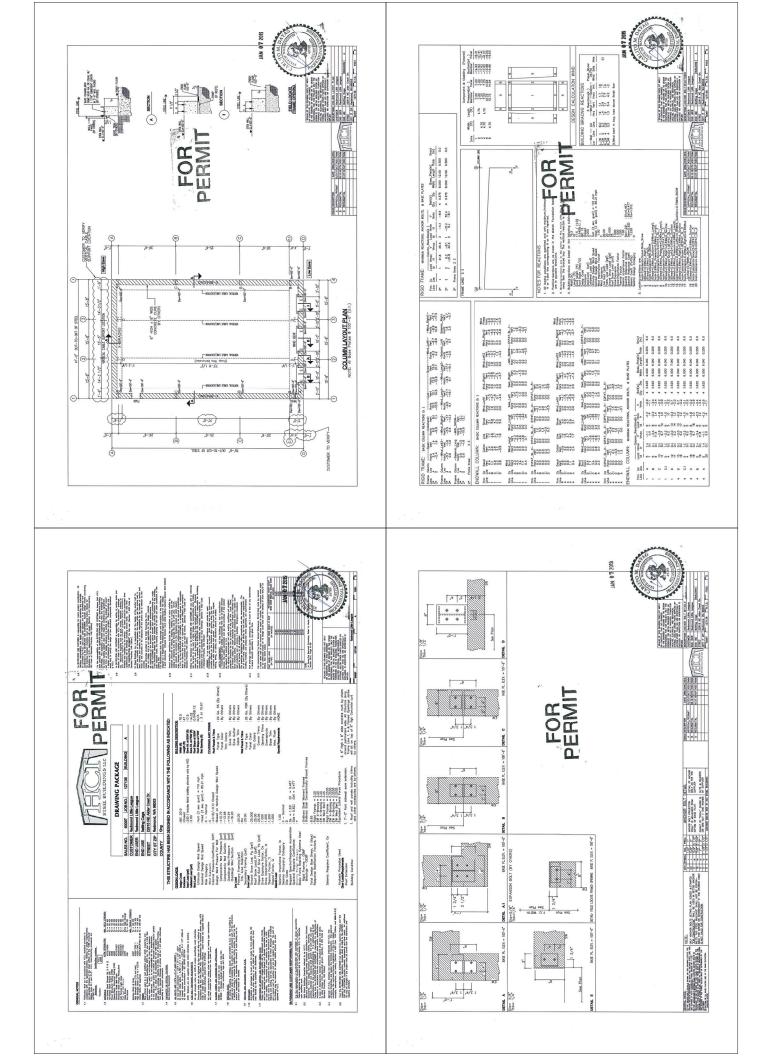


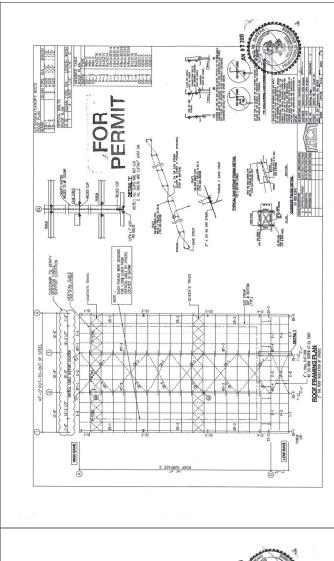


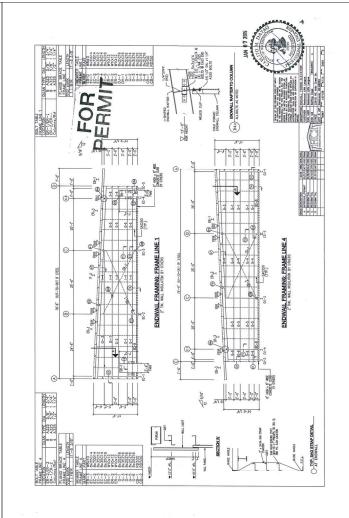


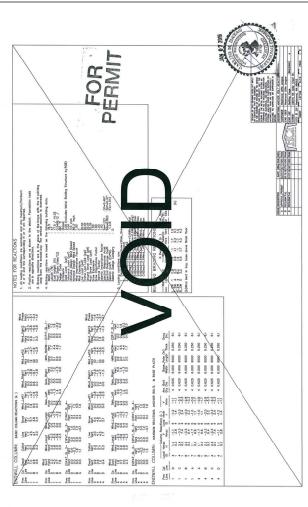


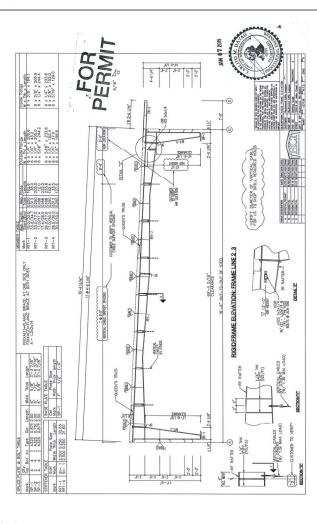


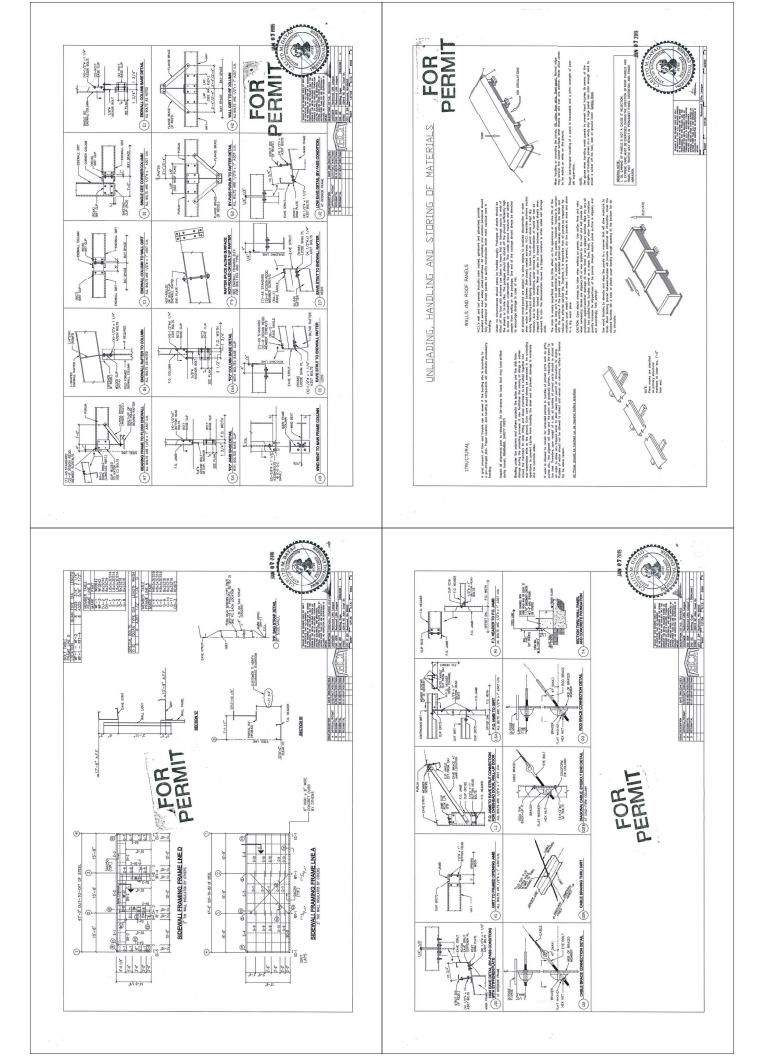












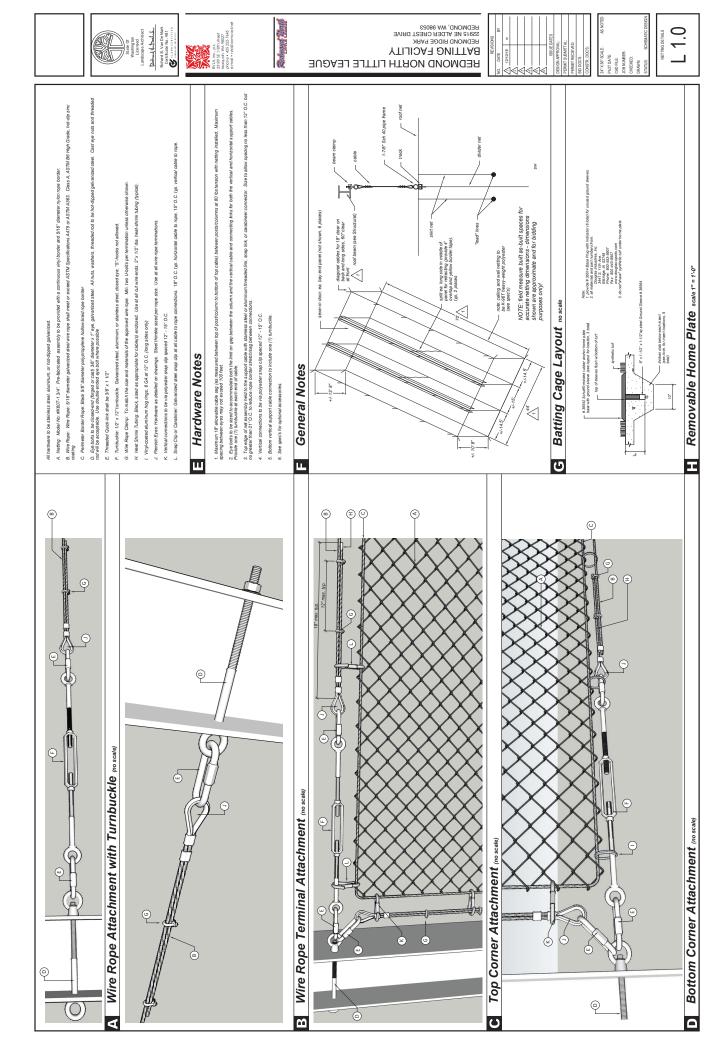


Exhibit B: Facility Use Policy

Redmond North Little League (RNLL) Batting Cage Use Rules

- A. First time users must undergo a brief equipment orientation with RNLL.
- B. Batters MUST always wear helmets inside tunnels.
- C. A waiver must be signed before use of any of the equipment by any user who is 18 years of age or older (Parent/guardian must sign for any minors).
- D. Adults are responsible for the actions of the youth in the training area. Misconduct will result in immediate termination of privileges. Horse-play/fooling around will not be tolerated.
- E. No food or drink allowed in the Facility.
- F. All balls must be picked up and returned to their proper place after use.
- G. Batters must wear appropriate shoes. (No metal cleats.)
- H. No person under the influence of Drugs or Alcohol is permitted to use the batting cages.
- I. Balls may be pitched at any time. BE ALERT at all times.
- J. No one under the age of six is permitted to use the pitching machines.
- K. Anyone under the age of 16 must have adult supervision on site. Helmets and bats must be provided by the user.
- L. The only people swinging a bat are those inside the individual tunnels.
- M. Do not throw balls back at pitching machines.
- N. This is a family atmosphere; no profanity or vulgar language/gestures will be permitted.
- O. CAUTION! Injuries could result from the use of equipment. Users should assume the inherent risks of batting baseballs and softballs. If users have any questions about the use of these devices or the inherent risks associated with the use of these devices, ask a representative of RNLL before using the Facility.

Exhibit C:

Redmond Ridge Batting Cage Operations, Maintenance, and Programming Plan

CPG Partner: Redmond North Little League (RNLL)

Site: Redmond Ridge Park, 22915 NE Alder Crest Drive, Redmond, WA 98053

Facility: Indoor batting cages (3 lanes inside an enclosed building, to be built by RNLL under the terms of the Agreement)

Maintenance Schedule: RNLL's maintenance tasks and schedule for the Facility and equipment include, but are not limited to:

Task	Frequency
Litter Pickup Inside of Facility.	As needed
Clean interior of Facility	As Needed
Vacuum/Sweep/Groom Turf	Monthly (or as needed)
Fix/repair any broken items installed in or on the Facility (doors, locks, electronic access equipment, cameras, etc.)	As needed
Remove/paint over graffiti per Division protocols	Within 48 hours
Repair/replace batting cage equipment (nets, pitching machines, etc.)	As needed
All major maintenance – Roof, walls, foundation, electrical, etc.	As needed

Operations and Programming: All tasks and costs related to operating and programming the Facility and related equipment are fully the responsibility of RNLL. The Facility will be made available for rent to already scheduled field users, as well as the general public per the following:

- **Scheduling.** RNLL will provide and operate a public scheduling and facility access control system for the indoor batting cages. For operational reasons, it is recognized and understood by King County and RNLL that the Facility must be booked as a whole (all 3 lanes) and that single lanes cannot be scheduled.
- **Insurance.** The scheduling system will include protocols for collecting user group insurance as required by King County.
- Waivers. A waiver must be signed before use of any of the equipment by any
 user who is 18 years of age or older (Parent/guardian must sign for any minors).

- **Public Rental Fee.** The public rental fee for the entire Facility (all 3 lanes) shall be \$80 per hour.
- Facility Revenue. Revenue from public rentals will be managed by RNLL and used to pay for the maintenance, operations, and programming costs of the Facility, as well as the portion of capital construction costs covered from the RNLL operating budget reserve. Once the capital construction costs are remunerated, a portion of the fees will then be collected by King County, the amount to be mutually negotiated and congruent with various concession agreements by the Parks Division.
- Youth Baseball Use. During RNLL's historically scheduled public youth baseball season at Redmond Ridge (typically from January 1 to July 31), the 3 batting cages will be paired with the 3 baseball fields and scheduled according to RNLL's existing, historical scheduled use for organized public youth baseball. Typical public youth baseball facility use times during the youth baseball season are Monday through Friday from 5 p.m. to 10 p.m. and on weekends from 8 a.m. to 7:30 p.m. Priority scheduling for the batting cages will also be given to other public youth baseball groups already scheduled on the baseball fields.
- All Other Public Use. For all other seasons from August 1 to December 31 and all other available times during the weekdays and weekends throughout the year, the Facility will be available for scheduling by additional public users.