

KING COUNTY

Signature Report

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

Ordinance 18997

	Proposed No. 2019-0399.1 Sponsors Lambert			
1	AN ORDINANCE authorizing the King County executive			
2	to enter into a five-year use agreement between King			
3	County and Redmond North Little League for the			
4	construction, operation, maintenance, and use of an indoor			
5	batting cage facility at Redmond Ridge park, Redmond,			
6	Washington.			
7	STATEMENT OF FACTS:			
8	1. King County, a home rule charter county and political subdivision of			
9	the state of Washington, is the owner of the property, located at 22915 NE			
10	Alder Crest Drive, Redmond, Washington, 98053 commonly known as			
11	Redmond Ridge park.			
12	2. Redmond North Little League is a nonprofit Washington corporation			
13	that is tax-exempt under section $501(c)(3)$ of the Internal Revenue Code			
14	and is a community-based, open-membership public club organized to			
15	provide public youth baseball programs for children between five and			
16	thirteen years old.			
17	3. King County has determined that indoor batting cages at Redmond			
18	Ridge Park will have significant recreational value for the public field			
19	users at Redmond Ridge park.			

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Ordinance 18997

20	4. King County Ordinance 14509 authorized the department of natural
21	resources and parks to create new public recreation opportunities by
22	empowering user groups, sports associations, and community
23	organizations, like Redmond North Little League, to operate, maintain,
24	and implement mutually agreed-upon capital improvements for public
25	recreation facilities on King County land, and thereby address regional or
26	rural recreation needs.
27	5. Use agreements are authorized under K.C.C. 4.56.150.E.
28	BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:
29	SECTION 1. The King County executive is hereby authorized to enter into an
30	agreement between the King County parks and recreation division and Redmond North
31	Little League, substantially in the form of Attachment A to this ordinance, for Redmond

Ordinance 18997

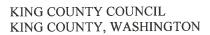
- 32 North Little League to construct, operate, maintain, and use an indoor batting cage
- 33 facility at Redmond Ridge park, Redmond, Washington.

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Ordinance 18997 was introduced on 9/25/2019 and hearing held/closed and passed by the Metropolitan King County Council on 10/23/2019, by the following vote:

Yes: 8 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski, Mr. Upthegrove and Ms. Kohl-Welles

Excused: 1 - Ms. Balducci



Rod Dembowski, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this 4 day of Noveriger 2019.

1019 NON -2

PM 4:

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No.

Dow Constantine, County Executive

Attachments: A. Community Partnerships and Grants Agreement

Attachment A



1					
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				
13 14 15 16 17 18	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").				
19	RECITALS				
20 21 22 23	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").				
24 25 26 27	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.				
28 29 30	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.				
 31 32 33 34 35 36 	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.				
37 38 39	E. King County has agreed to allow RNLL to construct the Facility at the Park under the terms set forth in this agreement.				
 39 40 41 42 43 	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.				
48 49 50 51		THEREFORE, in consideration of the mutual agreements herein contained, the Parties do hereby gree as follows:				
52 53	1)	PARK. The County is the owner and operator of the Park where the Facility will be located.				
54 55	2)	SITE. The Site means the location designated to construct the Facility in Exhibit A.				
55 56 57 58	3)	FACILITY: Facility means batting cages designed, constructed, operated, and programmed by RNLL. See Exhibit A for a map of the Park, Site and Facility plans.				
59 60 61	4)	REPRESENTATIVES. All communication, notices, coordination, and other tenets of this agreement shall be managed by:				
62		County Liaison is:				
63 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				
69		Email: tj.davis@kingcounty.gov				
70						
71		RNLL Liaison is:				
72						
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 82		(hereinafter "Effective Date").				
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				
86		renew this agreement for additional five-year terms pending successful compliance with the				
87		terms herein.				

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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.

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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.

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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.

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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.
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11) CAPITAL IMPROVEMENTS. RNLL will raise all additional cash, in-kind services, and 115 other resources required to complete the construction of the Facility. The current estimated 116 cost for construction of the facility is \$560,000. In-kind services may include donated 117 professional services, management services, manpower, materials, and other considerations. 118 RNLL will serve as the supervisory not-for-profit corporation for development and 119 construction of the Facility. RNLL shall design, develop, and construct facilities, features, 120 and amenities in accordance with all applicable design(s), timelines, restrictions, 121 environmental considerations, permitting determinations, mitigations, and all other 122 requirements in coordination with the Division. RNLL understands, acknowledges, and 123 agrees that it may not undertake or commence any construction activities on the Park until 124 RNLL can demonstrate to the Division's satisfaction that RNLL has obtained the balance of 125 cash or cash equivalents, including binding commitments for donated professional services, 126 materials, equipment, and other in-kind contributions required to complete the construction 127 of the Facility. For purposes of this Section, "construction activities" do not include 128 preliminary activities such as surveying, mapping, drainage test pits, installation of 129 temporary fencing, or other low-impact or readily reversible actions. 130

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132A. COORDINATION. In recognition that the design, development, and construction of the133Facility will benefit the Division and its park users upon completion, the Division agrees134to coordinate with RNLL, and to use its best efforts to assist with the issuance of any

135 136 137 138 139 140 141 142	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.
144 145	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
146 147 148 149 150	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.
151 152 153	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.
168] 169 170 171	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
178	Division will inspect the Facility construction project and approve work progress at the

180 181		following milestones:		
182 183		i. Completed set of construction plans, drawings, specifications, and related design documents for the Facility construction project;		
184 185		ii. Preconstruction meeting with RNLL and primary subcontractor when all permits and approvals have been obtained;		
186		iii. Weekly construction meetings;		
187		iv. Site preparation complete;		
188 189 190 191 192 193		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.		
194 195 196 197 198 199 200 201	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;		
202 203 204 205 206 207 208		 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. 		
209 210 211 212 213 214 215 216	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		

225		Improvement Program or Operations Section.
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227	L.	WARRANTIES. With respect to all warranties, express or implied, for work performed
228		or materials supplied in connection with the Facility, RNLL shall:
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230		i. If, within an applicable warranty period, any part of the Facility or work performed to
231		construct the Facility is found not to conform to specifications, permit requirements,
232		or industry standards, RNLL shall correct it promptly after receipt of written notice
233		from the Division to do so.
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235		If the Division determines that RNLL's corrective action is not satisfactory and/or
236		timely performed, then the Division may either correct the problem itself or procure
230		the necessary services, recommendations, or guidance from a third party, and invoice
238		RNLL for the cost to remedy the problem.
239		
240		RNLL shall promptly reimburse the Division for all costs, expenses, or damages
241		incurred by the Division, including but not limited to the cost to remedy the
242		problem. An invoice is deemed received by RNLL three (3) days after deposit in the
243		U.S. mail with proper address and postage. Invoices must be paid within thirty (30)
244		days from invoice. Any invoice outstanding ninety (90) days is past due, payment
245		must be remitted within ten (10) days or account will be turned over to collections.
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247		ii. The warranty-related remedies provided in this Section are in addition to any other
248		rights or remedies provided elsewhere in this Agreement or by applicable law.
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250	Μ	. ALTERATION OF PARK OR FACILITY AFTER CONSTRUCTION. After the
251		Facility is completed and accepted by RNLL and the Division, as defined herein, RNLL
252		will not make any material alteration to the Park, Site or Facility, including any changes
253		to the landscaping, without written consent by the Division. If RNLL violates this
254		provision, County shall, after giving RNLL notice of its violation, afford RNLL the
255		opportunity to restore the Park, Site or Facility at RNLL's expense. If RNLL fails to
256		perform and complete its restoration work in a reasonable time and manner after
257		receiving notice, County may perform the restoration work, or have the work performed
258		by a third-party, and recover its expenses from RNLL.
259		
260	N.	DEVELOPMENT AND CONSTRUCTION FEES AND EXPENSES. RNLL will be
261		responsible to obtain and pay for all necessary permits, fees, and expenses associated
262		with the development and construction of the Facility.
263		the set of private and construction of the function,
264	12) PI	JBLIC WORKS LAWS. To the extent applicable, RNLL will comply with all public
265		orks laws, regulations, and ordinances, including but not limited to those related to
266		evailing wages pursuant to the Revised Code of Washington (see RCW 39.12), retainage
267	-	ee RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06),
268		d competitive bidding (see RCW 36.32 and RCW 35.21.278). RNLL will indemnify and
269		fend King County should it be sued or made the subject of an administrative investigation
207	ue	tend tend county should it be such of made the subject of an administrative myestigation

- or hearing for a violation of such laws, regulations, and ordinances in connection with theimprovements.
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Without limiting the foregoing, RNLL understands, acknowledges, and agrees that before 273 274 beginning construction of the Facility, RNLL must execute and deliver to King County a 275 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 276 King County with an approved surety company and in compliance with RCW 39.08. King 277 County must be named as the beneficiary of the payment and performance bond. RNLL 278 279 must notify the surety of any changes in the work. RNLL must promptly furnish additional 280 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 281 surety fails to furnish reports on its financial condition pursuant to King County's request; or 282 (c) the estimated cost of the Facility increases beyond the bond amount. 283

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- 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.
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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

316 317	operation.
318 319 320 321 322 323 324 325 326	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.
327 328	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.
 329 330 331 332 333 334 335 336 337 338 339 340 341 	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.
342 343 344	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.
345 346 347 348 349 350	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.
350 351 352 353 354 355 356 357 358 359 360	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 361 labor or materials against the Facility which arises as a result of contracts for services or 362 materials entered into by RNLL. 363

25) COMPLIANCE WITH ALL LAWS AND REGULATIONS. In using the Site and Facility, 365 RNLL and its members will comply with all applicable laws, ordinances and regulations 366 from any and all Authorities having jurisdiction. RNLL specifically agrees to comply and 367 pay all costs associated with achieving such compliance without any notice or requirements 368 from King County, and RNLL further agrees that the County does not waive this section by 369 giving notice of demand for compliance in any instance. The RNLL shall indemnify and 370 defend the County if the County is sued or made the subject of an administrative 371 investigation or hearing for a violation of such laws related to this Agreement. 372

26) HAZARDOUS SUBSTANCES. RNLL shall not, without first obtaining the County's 374 written approval, apply, store, deposit, transport, release or dispose of any hazardous 375 substances, petroleum products, sewage, medicinal, bacteriological, or toxic materials, or 376 pollutants, on or at the Facility. All approved application, storage, deposit, transportation, 377 release and disposal shall be done safely and in compliance with applicable laws. 378

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27) INSURANCE REQUIREMENTS

A. RNLL INSURANCE. Notwithstanding any other provision within this Agreement, 382 RNLL shall procure and maintain, at its sole cost and expense, for the duration of this 383 contract, the following minimum scope and limits of insurance. Nothing contained 384 within these insurance requirements shall be deemed to limit the scope, application, 385 and/or limits of the coverage afforded by said policies, which coverage will apply to each 386 insured to the full extent provided by the terms and conditions of the policy(s). Nothing 387 contained in this provision shall affect and/or alter the application of any other provision 388 contained with this Agreement. RNLL shall assess its own risks and, if it deems 389 appropriate and/or prudent, maintain greater limits and/or broader coverage. The County 390 shall have the right to receive coverage up to any insurance limits maintained by RNLL 391 and/or its subcontractors that exceed the minimum limits. 392

- 1. Commercial General Liability insurance against claims for injuries to persons or 394 damages to property, which may arise from or in connection with RNLL's operations, 395 or use of the Park or Facility. Such insurance shall be as broad as that provided by 396 Commercial General Liability "occurrence" form CG0001, or current edition, and 397 must include coverage for Products - Completed Operations. The insurance limits 398 shall be no less than One Million Dollars (\$1,000,000) per occurrence, and Two 399 Million Dollars (\$2,000,000) aggregate limit. 400
- ii. Automobile Liability: If the use of a vehicle is required, then RNLL must maintain 402 Automobile Liability insurance with minimum limits of One Million Dollars 403 (\$1,000,000) Combined Single Limit per accident for Bodily Injury and Property 404 Damage Insurance Services Office form number (CA 00 01) covering Business Auto 405

406 407 408	Coverage, Symbol 1 "any auto"; or the appropriate coverage provided by Symbols 2, 7, 8, or 9.		
409 410 411 412	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.		
413 414 415 416	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		
417 418	liability policy.		
418 419 420 421 422 423 424	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.		
425	B. MINIMUM LIMITS OF INSURANCE – CONSTRUCTION PERIOD. Prior to		
426	commencement of Construction and until Construction is complete and approved by		
427	RNLL and the County, RNLL shall cause the Construction Contractor and related		
428	professionals to procure and maintain insurance against claims for injuries to persons or		
429	damages to property which may arise from, or in connection with, the activities related to		
430	this Agreement. RNLL and the County, its officers, officials, agents and employees shall		
431	be named as additional insured, for full policy limits, on liability policies, except		
432	Workers' Compensation and Professional Liability.		
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434	Any deductibles and/or self-insured retentions shall not limit or apply to RNLL's, its		
435	contractor's and/or subcontractor's liability to the County and the cost of such insurance		
436	and any deductibles shall be paid by RNLL and/or any of RNLL's		
437	Contractor/subcontractors. RNLL shall cause its consultants, Contractors and/or		
438	subcontractors to maintain insurance with limits no less than the following:		
439			
440	i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for		
441	bodily injury, personal injury, and property damage, and a \$2,000,000 aggregate		
442	limit.		
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444	ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily		
445	injury and property damage covering Business Auto Coverage, Symbol 1 "any auto";		
446	or the appropriate coverage provided by Symbols 2, 7, 8, or 9.		
447			
448	iii. Workers' Compensation: Statutory requirements of the state of residency.		
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450	iv. Employers Liability or "Stop Gap": \$1,000,000 each occurrence.		
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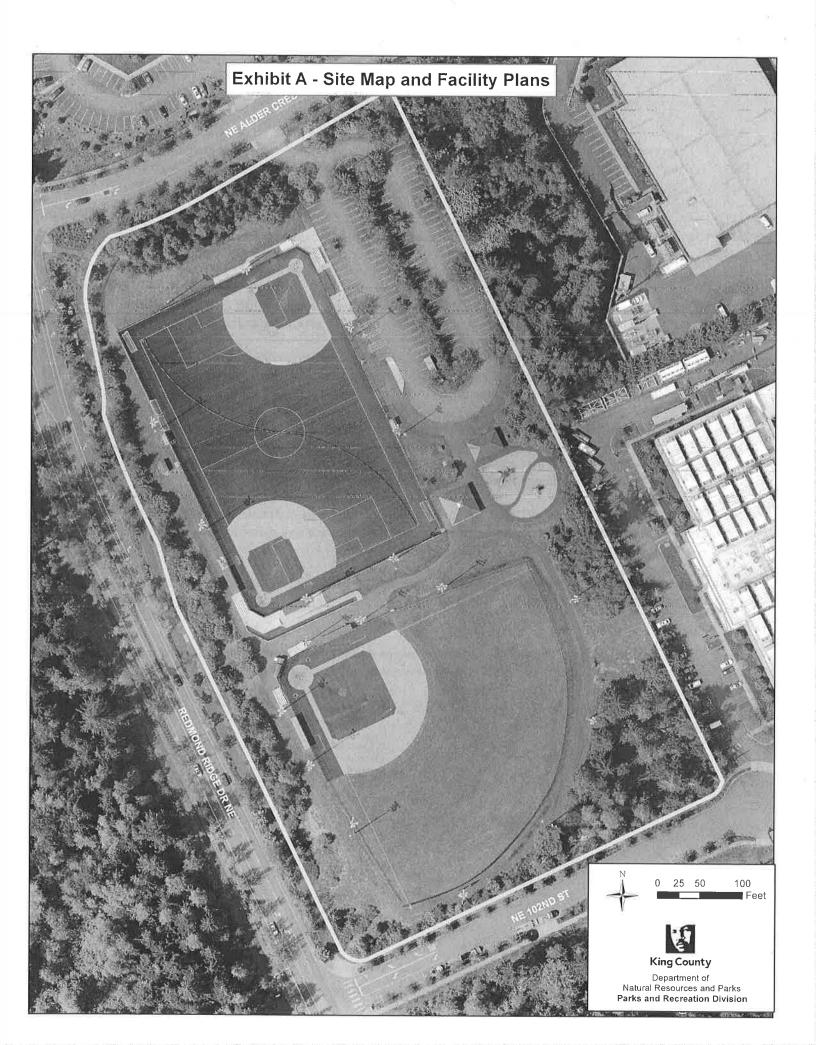
- v. Professional Liability, Errors & Omissions: RNLL must require its professional service providers to maintain Professional Liability, Errors & Omissions insurance in an amount no less than \$1,000,000 per claim and in the aggregate.
- vi. Builder's Risk/Installation Floater: RNLL, its Contractor and/or subcontractor shall 456 procure and maintain during the life of the Agreement, or until acceptance of the 457 project by the County, whichever is longer, "All Risk" Builders Risk or Installation 458 Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk 459 Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) 460 including coverage for collapse and theft. The coverage shall insure for direct 461 physical loss to property of the entire construction project, for 100 percent of the 462 replacement value thereof and include earthquake and flood. The policy shall be 463 endorsed to cover the interests, as they may appear, of the County and include the 464 County as a Named Insured. In the event of a loss to any or all of the work and/or 465 materials therein and/or to be provided at any time prior to the final close-out of the 466 Agreement and acceptance of the project by the County, RNLL or its Contractor 467 and/or subcontractors shall promptly reconstruct, repair, replace or restore all work 468 and/or materials so destroyed. Nothing herein provided for shall in any way excuse 469 RNLL or its surety from the obligation of furnishing all the required materials and 470 completing the work in full compliance with the terms of the Agreement. 471
- 473 C. SUBCONTRACTORS. RNLL will require its Construction Contractor during the Design and Construction Phase to include all subcontractors as insured under its policies, 474 or, alternatively, the Construction Contractor may rely on insurance provided by one or 475 more subcontractors to meet the requirements of this section. As evidence of 476 compliance, the Construction Contractor will furnish separate certificates and policy 477 endorsements for each such subcontractor corresponding to the insurance that such 478 subcontractor will be providing. Any insurance provided by subcontractors must include 479 the County, its officers, officials, agents and employees and the Construction Contractor 480 as additional insured, for full policy limits on all liability policies, except Professional 481 Liability/Errors & Omissions and Workers' Compensation. 482
 - D. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles and/or selfinsured 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.
- 488 E. OTHER INSURANCE PROVISIONS. The required liability insurance policies in this 489 Agreement are to contain, or be endorsed to contain, the following provisions:
 - i. All Liability Policies (except Professional Liability, Errors & Omissions and Workers Compensation):
 - 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

498 499		Operations. The County shall be additional insured regarding the total limits of liability maintained by RNLL and/or its contractors and subcontractors;		
500				
501	b.	b. Such coverage shall be primary and non-contributory as respects the Count		
502				
503	С.	State that RNLL's and/or contractors and subcontractors insurance shall apply		
504		separately to each insured against whom claim is made or suit is brought		
505		except with respect to the limits of the insurer's liability.		
506				
507		licies: Coverage shall not be suspended, voided, canceled, reduced in coverage		
508	or in li	imits, except by the reduction of the applicable aggregate limit by claims paid,		
509	until at	fter 45 days prior written notice has been given to the County. In the event of		
510		incellation or intent not to renew, RNLL shall obtain and furnish to the County		
511	eviden	ce of replacement insurance policies meeting the requirements of this Section		
512		cancellation date. Failure to provide proof of insurance could result in		
513	suspen	ision of the Agreement.		
514				
515	iii. Accept	tability of Insurers: The insurance provider must be licensed to do business in		
516		te of Washington and have an AM Bests' rating of A-VIII or, if not rated with		
517	AM Be	ests, with minimum surpluses the equivalent of AM Bests' surplus size VIII.		
518		sional Liability, Errors & Omissions insurance may be placed with insurers		
519		n AM Bests' rating of B+ VII. Any exception must be approved by the		
520	County	у.		
521				
522		cation of Coverage: On or before the date this Agreement is executed, RNLL		
523	shall p	rovide the County with RNLL's and its contractor's Certificates of Insurance		
524		quired policy endorsements. The certificates and endorsements for each		
525		nce policy are to be signed by a person authorized by that insurer to bind		
526		ge on its behalf. The certificate and endorsements for each insurance policy		
527		be on forms approved by the County prior to commencement of activities		
528	associa	ated with this Agreement. The County reserves the right to require complete,		
529	certifie	ed copies of all required insurance policies at any time.		
530	C			
531		oned Events: If the effectiveness of RNLL's insurance is conditioned on the		
532		being sanctioned by the governing body of a sports or other organization, then		
533		before the Event sanctioning deadline specified in Article 1, RNLL shall		
534		e the County with written proof that the Event is properly sanctioned. The		
535		y reserves the right to require complete, certified copies of all required		
536	insurar	nce policies at any time.		
537 538		ATION AND HOLD HADMLESS DNUL shall mested in James Constant		
538 539	28) INDEMNIFICATION AND HOLD HARMLESS. RNLL shall protect, indemnify, and hold			
539 540	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			
541	resulting from (1) RNLL's failure to pay any such compensation, wages, benefits, or taxes,			
542	and/or (2) design, work, services, materials, or supplies performed or provided by RNLL			

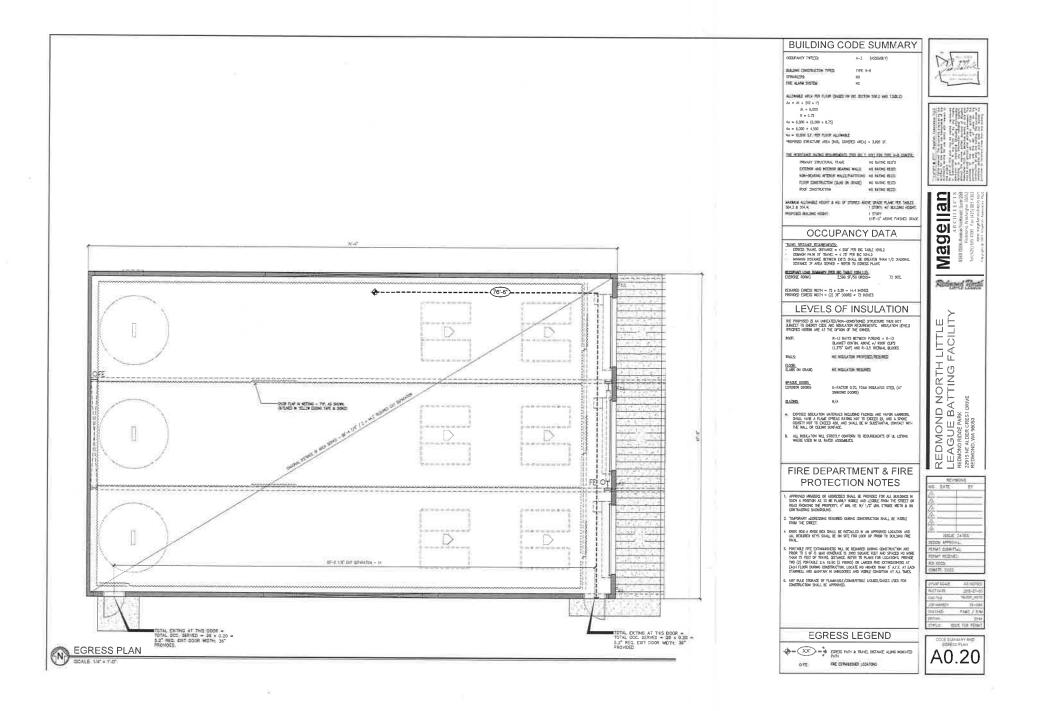
543 544	employees, agents, subcontractors, or suppliers in connection with or support of the performance of this Agreement.				
545					
546	RNLL further agrees that it is financially responsible for and will repay the County all				
547	indicated amounts following an audit exception which occurs due to the negligence,				
548	intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by				
549	RNLL, its officers, employees, agents, representatives, contractors, or subcontractors. This				
550		duty to repay the County shall not be diminished or extinguished by the expiration or prior			
551	-	ation of the Agreement.			
552					
553	RNLL	RNLL expressly agrees to protect, defend, indemnify and hold harmless the County, its			
554		elected and appointed officials, officers, employees, and agents from and against liability for			
555		aims (including all demands, suits, and judgments) for damages arising out of injury to			
556		is or damage to property where such injury or damage is caused by, arises out of, or is			
557	*	nt to the scope of activities under this Agreement. RNLL's obligations under this			
558		n shall include, but not be limited to:			
559					
560	i.	The duty to promptly accept tender of defense and provide defense to the County at			
561		RNLL's own expense;			
562					
563	ii.	Indemnification of claims, including those made by RNLL's own employees and/or			
564		agents;			
565					
566	iii.	In the event it is determined that RCW 4.24.115 applies to this Agreement, RNLL			
567		agrees to defend, hold harmless, and indemnify the County to the maximum extent			
568		permitted thereunder, and specifically for its negligence concurrent with that of the			
569		County to the full extent of RNLL's negligence.			
570					
571	iv.	RNLL, by mutual negotiation, expressly waives, as respects the County only, its			
572		statutory immunity under the industrial insurance provisions of Title 51 RCW;			
573					
574	V.	In the event the County incurs any judgment, award and/or cost arising from this			
575		Agreement including reasonable attorney's fees to enforce the provisions of this			
576		article, all such fees, expenses, and costs shall be recoverable from RNLL; and			
577					
578	vi.	RNLL shall protect, defend, indemnify, and hold harmless the County, its officers,			
579		officials, employees and agents from any and all costs, claims, judgments, and/or			
580		awards of damages arising out of, or in any way resulting from the performance or			
581		non-performance of the obligations under this agreement by RNLL's contractors,			
582		subcontractors, or the officers, employees, and/or agents of such contractors, and/or			
583		subcontractors in connection with or in support of this Contract.			
584					
585	vii	. In the event it is determined that RCW 4.24.115 applies to this Contract, RNLL			
586		agrees to defend, hold harmless and indemnify King County to the maximum extent			
587		permitted thereunder, and specifically for its negligence concurrent with that of the			
588		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 589 of its immunity under Title 51 RCW, which waiver has been mutually negotiated by 590 the parties. 591 592 An indemnification and hold harmless provision to protect The County similar to this 593 provision shall be included in all Contractor or Concessionaire Agreements entered into by 594 RNLL in conjunction with this Agreement. 595 596 29) WAIVER OF BREACH. Waiver of breach of any provision of this Agreement shall not be 597 598 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 599 by the County, which shall be attached to the original Agreement. Waiver of any default 600 shall not be deemed to be a waiver of any subsequent defaults. 601 602 30) EXHIBITS. 603 604 A. Site Map and Facility Plans B. Facility Use Policy 605 C. Redmond Ridge Batting Cage Operations, Maintenance, and Programming Plan 606 607 31) ADDITIONAL TERMS. The County reserves the right to set additional terms as unforeseen 608 conditions may warrant. The County must submit to RNLL a written addendum to this 609 contract of the additional terms for RNLL to approve in writing. RNLL shall not 610 unreasonably withhold its approval. 611 612 613 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 614 the aforementioned performance, it will give RNLL written notification of unacceptable 615 performance. RNLL will then agree to take corrective action within a reasonable period of 616 time, as defined by the County in the aforementioned written notification. If RNLL fails to 617 take corrective action acceptable to the County within a reasonable period of time, reserves 618 619 the right to do the work itself, or through a third-party, and RNLL shall be responsible for the 620 cost. 621 622 33) TERMINATION. The County or RNLL may terminate this Agreement without cause at any 623 time by providing 30 days written notice to the other party. 624 34) SURRENDER. Within 30 days of this Agreement's expiration or termination, whichever is 625 earlier, RNLL, shall, at the request of the County, remove any and all of its portable 626 improvements made at the Park and make such repairs or restoration as may be necessary to 627 put the Facility into good or better condition than it was at the beginning of the Term. Any 628 non-portable fixtures or improvements shall inure to the benefit of the County and shall 629 remain at the Park. 630 631 35) NO EMPLOYMENT RELATION. In providing services under this Agreement, RNLL is an 632 633 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 634 635 and/or state tax, industrial insurance, and Social Security liability that may result from the

636	performance of and compensation for these services and shall make no claim of career				
637	service or civil service rights which may accrue to a County employee under state or local				
638	law. The County assumes no responsibility for the payment of any compensation, wages,				
639	benefits, or taxes by, or on behalf of the 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				
643 644	the County or RNLL a legal entity partner of the other, and this Agreement shall not be construed as creating a partnership or joint venture.				
645	construct as creating a partitership of joint	vonturo.			
646	37) NO THIRD PARTY BENEFICIARIES. N	lothing in this Agreement shall create any legal			
647	right, obligation, or cause of action in any person or entity not a party to it.				
648					
649	38) HEADINGS NOT PART OF AGREEMEN	NT. The headings in this Agreement are for			
650	convenience only and shall not be deemed	to expand, limit, or otherwise affect the			
651	substantive terms of this Agreement.				
652					
653	39) ENTIRE AGREEMENT. This Agreement	and any and all exhibits expressly incorporated			
654	herein by reference and attached hereto shall constitute the whole agreement between the				
655	County and RNLL. There are no terms, obligations, allowances, covenants, or conditions				
656	other than those contained herein.				
657					
658	40) JURISDICTION AND VENUE. King Con	anty Superior Court shall have jurisdiction over			
659	any litigation arising under this Agreement, and the venue for any such litigation shall be the				
660	King County Superior Court in Seattle, Washington.				
661	The county substant count of country is menually and				
662	41) GOVERNING LAW. This Agreement is made under and shall be governed by the laws of				
663	the State of Washington.				
664	······································				
665					
666	IN WITNESS WHEREOF, the parties hereto h	ave executed this Agreement as of the first date			
667	written.				
668					
669	Redmond North Little League	King County			
670					
671	By	Ву			
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673	TITLE	TITLE			
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675	Date	Date			



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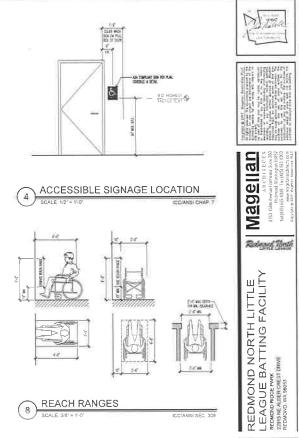
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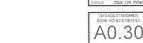


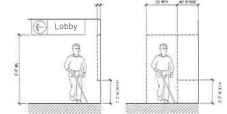


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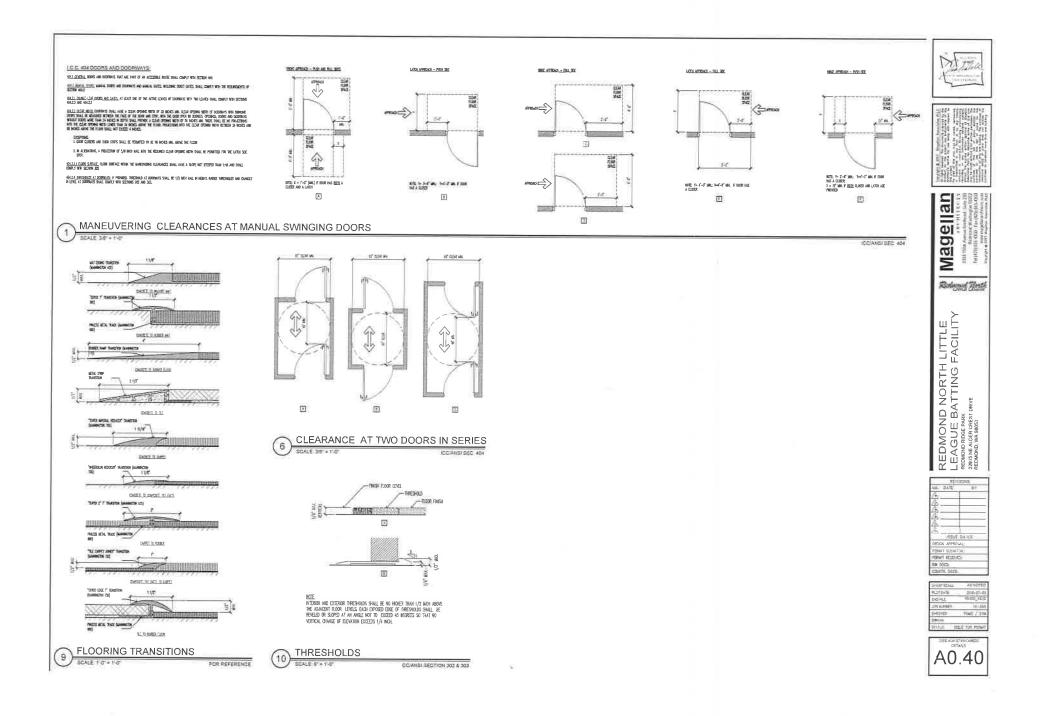


Exhibit B: Facility Use Policy

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.

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