

**AGREEMENT FOR
JOINT DEVELOPMENT AND COOPERATIVE USE OF
WOODINVILLE SPORTS FIELDS**

This Agreement is made on this 30th day of August, 2009, by and between the City of Woodinville, hereinafter "City," a municipal corporation; the Northshore Youth Soccer Association, hereinafter "NYSA," a Washington not-for-profit corporation; and King County, a home rule charter county and political subdivision of the State of Washington, hereinafter "County." Together, NYSA, the City, and the County are referred to hereinafter as "the Parties."

RECITALS

WHEREAS, there is a significant unmet demand for high quality athletic fields in King County; and the 2005 Woodinville Parks and Recreation Open Space Plan, and the 1995 King County Parks and Open Space Plan identify a significant regional deficiency in sports fields and indicate the situation will worsen as population increases; and

WHEREAS, the City, NYSA, and the County share a mutual objective to locate, develop, and operate recreational facilities and programs to provide recreational opportunities for all citizens; and

WHEREAS, the County has a strong interest in ensuring that recreational facilities be appropriately developed, operated, managed and maintained with the least expenditure of scarce public funds and that these facilities be utilized by the public to the maximum extent possible; and

WHEREAS, King County Ordinance 15409 §5 and §6 found, in part, that it was appropriate and necessary for the Parks and Recreation Division of the King County Department of Natural Resources and Parks to develop new entrepreneurial ways of doing business, to develop or provide for the development of new active recreation facilities through leases, concessions, or other arrangements, and to ensure, whenever possible, operating support and operation of new facilities by entities other than the County; and

WHEREAS, NYSA is a non-profit community-based athletic association that provides youth soccer services to the general public in the Northshore community and actively serves more than half of the school-aged population in the Northshore School District on a nondiscriminatory basis; and

WHEREAS, City owns certain real property known as the Woodinville Sports Fields ("the Fields"), has jurisdiction and ownership of said property, and intends to improve and expand the Fields with the installation of synthetic turf and nighttime field lights to increase the number of hours the Fields can be used by the public; and

WHEREAS, City has secured funding to improve the Fields to include synthetic turf surfacing and lighting ("the Project"), and a restroom facility and perimeter fencing and other improvements ("Amenities"); and

WHEREAS, City, NYSA, and County have agreed that the public interest will be served by an agreement allowing City, NYSA, and County to jointly fund the aforementioned improvements to meet community needs; and

WHEREAS, under the plan set forth herein, NYSA, in cooperation and agreement with City, will assist in the development of a synthetic turf athletic field to serve many King County children and adults; and

WHEREAS, the City and NYSA acknowledge and agree that by entering into this Agreement, County discharges its obligation to assist NYSA to locate another property for NYSA to use for active recreation as provided for as a result of the termination of the Concession Contract for Recreational Facility Between King County and Northshore Youth Soccer Association for South Gateway Recreation and Agriculture Project dated January 14, 2000 ("Concession Contract"); and

WHEREAS, NYSA acknowledges and agrees that by entering into this Agreement that the Agreement for the use of Recreation Facilities dated September 29, 2003, is hereby terminated and replaced by this Agreement;

NOW, THEREFORE, NYSA, City, and the County agree as follows.

AGREEMENTS

PART I – GENERAL TERMS

1. NYSA, City, and the County agree to participate in the funding of the Project at the Fields, including synthetic turf athletic fields and lighting, and other Amenities such as perimeter fencing and a restroom building, and consistent with the construction drawings attached as Exhibit A to this Agreement. The initial estimated cost to construct the Project illustrated in Exhibit A is \$5,800,000. The County will provide funding not to exceed \$988,986. City shall provide any and all further funding necessary to pay to resurface and install lights on the athletic fields and to construct or install related Amenities in excess of NYSA and County's identified contributions. Except for the Project elements (synthetic turf athletic fields and lighting), the City reserves the right to amend, substitute, defer, or delete Amenities or other improvements contemplated under this Agreement.
2. The County shall pay the City in three lump sum payments as follows:
 - a. The County's first payment of \$250,000 shall be made when the City notifies the County, in writing, that the City has completed its contractor selection process for the Project.

- b. The County's second payment of \$250,000 shall be made when the City notifies the County, in writing, that construction on the Project has commenced (following completion of design and engineering, and issuance of all required permits for the Project).
 - c. The County's third and final payment of \$488,986 shall be made when the City notifies the County, in writing, that the Project is "substantially complete." For purposes of this Agreement, the Project is substantially complete when (i) the City has full and unrestricted use and benefit of the Project for the purpose intended; (ii) all the systems and parts of the Project are functional; (iii) utilities are connected and working normally; (iv) only minor incidental work or correction or repair remains to entirely complete the Project; and (v) at the City's option, the contractor has provided all occupancy permits and permit inspection reports.
3. OWNERSHIP: All fixtures and improvements installed under this Agreement become the property of City.
4. MAINTENANCE and OPERATION: City will provide routine maintenance and repairs to the completed Project and the Fields as well as field preparations for scheduled activities. City shall operate, schedule, and assess fees for use of the completed Project and the Fields. The County and NYSA shall have no duty to maintain, repair, operate, or schedule the Fields; nor shall the County or NYSA have any duty to pay any costs or expenses associated with the Project or the Fields, other than the County's contribution to the capital costs of Project construction under Sections 1 and 2 of this Agreement. As between the Parties, the City shall pay all other costs and expenses associated with or arising out of the development, improvement, operation, maintenance, or use of the Project or the Fields. City and NYSA shall, upon the County's request, promptly inform any inquiring person or entity that King County has no further financial obligations associated with the Project or the Fields.
5. ASSIGNMENT: NYSA shall not transfer or assign this Agreement or any part thereof. This prohibition against transferring or assigning shall include any transfer or assignment by operation of law.
6. SEVERABILITY: If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected but continue in full force.
7. TERM: The term of this Agreement ("the Term") shall commence on the date this Agreement is executed, and shall terminate at the end of the warranty period given by the manufacturer at installation for the synthetic athletic field to be installed, which shall be not less than eight (8) years.
8. EARLY TERMINATION: Pursuant to the terms and conditions of this Agreement, this Agreement may be terminated upon written mutual agreement between the parties hereto, or as follows:

- a. For lack of appropriation. All County and City obligations under this Agreement beyond the current appropriation year are conditioned upon legislative appropriation of sufficient funds to support the obligations described in this Agreement. If the King County Council does not appropriate funds sufficient to support the County's obligations under this Agreement, then as required under King County Charter Article 4, Section 495, and King County Code section 4.04.040.B.6.a, this Agreement will terminate automatically at the close of the current appropriation year. The question of County appropriation sufficiency will be determined by the County in its sole discretion. If this Agreement is terminated for lack of appropriation before the Project is substantially complete, then the City shall refund any unspent funds contributed by NYSA or by the County, respectively; PROVIDED, the County acknowledges that it has represented to the City that the County's funding share identified in this Agreement is currently appropriated and such funding will not lapse nor is there any plan to re-program the funds.
9. NON-WAIVER: Failure of any Party to insist upon the strict performance of any term of this Agreement will not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term.
 10. INTEGRATION: This writing contains all terms of this Agreement. It replaces all negotiations and agreements. Modifications must be properly ratified by an approving authority in writing and signed by each Party's representative.
 11. UTILITIES AND SERVICE: The City shall provide for and pay the cost and expense of all utilities and services needed to operate, maintain and repair the completed Project and the Fields in a safe condition for their intended use.
 12. NON-PARTNERSHIP: None of the Parties, through this Agreement, in any way or for any purpose, becomes a partner or joint venture of the others in the conduct of their respective business or otherwise.
 13. COMPLIANCE WITH LAWS AND REGULATIONS: All Parties shall comply fully with all applicable federal, state, county and city statutes, ordinances and regulations now or hereafter in force in respect with the Project or other improvements at the Fields.
 14. NONDISCRIMINATION: King County Code chapters 12.16 through 12.19 apply to this Agreement and are incorporated by this reference as if fully set forth herein. The City and NYSA shall also comply with all applicable anti-discrimination laws or requirements of any and all jurisdictions having authority over this Agreement or any of the activities contemplated by it.
 - a. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, sexual orientation, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide

occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, sexual orientation, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical handicap.
- c. Any violation of this Section I.14 shall be considered a violation of a material provision of this Agreement, and shall be grounds for the County to cancel, terminate, or suspend this Agreement, in whole or in part, and may result in ineligibility for further County agreements.

PART II – EXECUTION OF THE PROJECT

The City shall complete construction of the Project at the Fields, located at 17401 – 133rd Avenue NE. Woodinville, Washington, in accordance with the standards agreed to by City, the County, and NYSA. The Project is illustrated in Exhibit A, attached hereto and by reference incorporated herein.

1. Constructing Synthetic Athletic Field, Lighting and Amenities.

- a. Athletic fields shall be constructed with Fieldturf (trademark name of FieldTurf, which uses synthetic turf fibers and 100% clean rubber infill) or a comparable synthetic turf; and shall meet the standards agreed to by the Parties.
- b. Amenities, including but not limited to restroom building and fencing, shall be constructed using the City's building standards, city codes, and City specifications.

2. Timing of Construction.

Construction of synthetic athletic field and lighting, and such amenities as selected by the City for construction such as restroom building and fencing will be completed within two (2) years after this Agreement is fully executed. The Parties may agree in writing to change these deadlines.

3. Recognition of County Funding.

The City shall include the following phrase on a construction sign erected during construction to identify funding sources used for the Project: "Funding for this project was provided, in part, by King County Parks." In addition, the City shall place a permanent plaque in a high foot-traffic area of the Fields, in a location readily visible to the public. The minimum plaque size is 12" by 12". The plaque should contain the following:

**FUNDING FOR THE WOODINVILLE SPORTS FIELDS IMPROVEMENTS
PROVIDED IN PART BY KING COUNTY PARKS
[DATE]**

4. Records, Inspections, and Audits

- a. The City will keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The County may, at its sole discretion, from time to time—whether before or after construction of the Project or termination of this Agreement—inspect all books and records and other materials related to any matters covered by this Agreement and not otherwise privileged, belonging to the City or any contractor or relating to the Project, or to elect to have an audit conducted to verify Project-related costs through the date of the inspection, or both. Such books, records and other materials shall be made available for inspection by the County during regular business hours within a reasonable time of the request. If the County elects to conduct such an audit, it will give notice to the City, and such audit will be conducted as soon as is reasonably feasible thereafter, but County payments to the City (if any) will not be delayed pending the outcome of the audit. Such audit will be conducted by an auditor selected by the County, and the County will, except as provided herein, pay the cost of such audit. The City agrees to cooperate with the auditor and to make available for examination at its principal office all of its books, records, correspondence and other documents deemed necessary to conduct the audit by the auditor. If the audit reveals a variation equal to five percent (5%) or more of Project costs, then the City will pay the cost of the audit, not to exceed \$10,000.00.
- b. The City will preserve all records for a period of six (6) years after the County's final payment under this Agreement; provided, however, that if any time prior to the expiration of seven (7) years after such final payment, the City proposes to dispose of any documents materially related to the design, development, or construction of the Project, then the City will deliver the same to the County for disposition by the County.
- c. The County may, at all times during the Term of this Agreement, enter the City's work site to inspect the Project; or to post notices of the City's noncompliance with the terms and conditions of this Agreement. Any person or persons who may have an interest in the purposes of the County's inspection or visit may accompany the County.
- d. The City acknowledges and agrees that its obligations under this section II.4 will survive the expiration or earlier termination of this Agreement.

PART III – USE OF IMPROVEMENTS

1. RESERVATION OF THE WOODINVILLE SPORTS FIELDS BY NORTHSORE YOUTH SOCCER: The City shall adopt rules and regulations governing reservations for the use of the Fields, which regulations must authorize the filing of written requests for reservation of the Fields. The City shall provide NYSA with timeslots for games and practices as shown in Exhibit B. All other times not specifically scheduled by NYSA as shown in Exhibit B shall be available for use by other groups, and/or NYSA at current posted rates.

2. **USE OF CITY SPORTS FIELDS BY OTHER PERSONS AND ORGANIZATIONS.**
The City understands, acknowledges, and agrees that substantial public access to and use of the Project and the Fields was, and is, a material consideration for the County's execution of this Agreement. Therefore, the City shall, subject to the exercise of its reasonable business judgment, authorize public use of the Fields during times not reserved in advance by NYSA, consistent with the City's Field Use Policies and Procedures. The City covenants that it will not limit or restrict access to or use of the Project or the Fields by County residents in any way that does not also apply to City residents. The City further covenants that the Project and the Fields will continue to be used for the public recreation purposes contemplated by this Agreement, and further covenants that neither the Project, nor any portion of the Fields shall be converted to a different use for the greater of 8 years or the useful life of the field as determined by industry standards or evidence an objective, reasonable person might use to judge such useful life, unless other lands and facilities of equivalent monetary value and located within the County's boundaries shall be received in exchange therefore.
3. **USER FEES:** The City retains the right to charge reasonable user fees, as authorized by the Woodinville City Council, to NYSA and others for use of the Fields to offset the on-going cost of maintenance and operations. During the time described in Exhibit B, NYSA will receive a twenty percent (20%) discount for field rental based on the applicable youth athletic field rental fee. The City covenants that if it charges any fee for use of the completed Project, or any part of the Fields, then the City shall charge the same fee to all users other than NYSA during the time described in Exhibit B, regardless of place of residence; provided that if the City's taxpayers bear a disproportionate share of the cost to maintain, improve or operate the Fields, then the City may impose differential fees for non-city residents, but only to the extent that such differential fees reasonably reflect the cost borne by City residents.
4. **FINANCIAL ARRANGEMENTS:** All funds distributed under this Agreement by NYSA, County, and City are for the planning, construction, reconstruction, repair, rehabilitation or improvement of the Project only, as illustrated in Exhibit A. The City and NYSA understand and agree that County funding for the Project shall not exceed \$988,986.00 as set forth in Sections 1 and 2 of this Agreement.
5. **COUNTY COMMUNICATION STRATEGY.** The City and NYSA agree that the County may identify, depict, describe, or include references to the Project and the Fields on the County's website and in any other media, in any reasonable manner as the County may determine in its sole discretion. The City and NYSA further agree that the County's website and other media may include links, deep links, or other references to or reproductions of scheduling and reservation information for the Project and the Fields, in whatever form the County deems appropriate in its sole discretion. As between NYSA, the County and the City, the County shall be solely responsible to ensure that the County presents accurate and up-to-date information about the Project and the Fields. The County agrees that in all media and in all materials, the County will take reasonable steps to identify the Project and the Fields as belonging to the City.

PART IV - GENERAL PROVISIONS

1. COMPLIANCE WITH APPLICABLE LAWS. In expending County-provided funds, the City, shall comply with all applicable laws, ordinances and regulations, including, to the extent applicable, those related to “public works,” payment of prevailing wages under RCW chapter 39.12, payment and performance bonds under RCW chapter 39.08, use of licensed contractors and professional service providers under RCW chapter 39.06, and competitive bidding of contracts.
- 2 KING COUNTY USE OF THE PROPERTIES
 - a. In the event County desires to use the Fields for a County-sponsored event, it may do so; provided, that such event is compatible with the use of the Fields as public recreational facilities, and does not interfere with programs or events which are on-going, or have been established or scheduled by NYSA and City and which have been advertised or made known to the intended user members of the public; and provided further, that County provides reasonable advance notice of its desire to use the Field for a County-sponsored event; and provided further, that the County shall promptly restore any damage to the Fields and the facilities and equipment thereon resulting from such use of the Fields other than ordinary wear and tear. This right of use shall be subject to the approval of the City, including the City’s requirements for provision of insurance and other assurances the City typically requires for public use of its facilities, which approval shall not be unreasonably withheld. Any fees charged to the County for a County-sponsored event will be consistent with those charged other groups, including City organizations.
 - b. If the County uses the Fields under the authority of this Section IV.2, then the indemnification provisions in Part V of this Agreement shall not apply, and instead, each Party hereto shall indemnify and hold harmless the other Party, and their officials, officers, agents and employees, for all claims (including demands, suits, penalties, losses, damages, attorney’s fees, expenses or costs of any kind whatsoever) to the extent such a claim arises or is caused by the indemnifying Party’s own negligence or that of its officials, officers, agents or employees in the performance of this Agreement.
 - c. The foregoing indemnity is specifically intended to constitute a waiver of each Party’s immunity under the State of Washington’s Industrial Insurance Act, RCW Title 51, as respects the other Parties only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor’s employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

3. REPRESENTATIVES. City, NYSA, and County shall each identify to the other in writing a designee authorized to conduct day-to-day communications relating to this contract.

City's representative for this agreement is:

Richard A. Leahy, City Manager
17301 133rd Avenue NE
Woodinville, WA 98072
Phone: 425.877.2286
Fax: 425.489.2705
E-mail: richardl@ci.woodinville.wa.us

County's representative for this agreement ("Agreement Manager") is:

John Villapudua, Program Manager
201 South Jackson Street, Suite 700
Seattle, WA 98104-3855
Mail Stop – KSC-NR-0700
Phone: 206.263.6209
Fax: 206.296-8686
E-mail: john.villapudua@kingcounty.gov

NYSA's representative for this agreement is:

James P. Bates, President
12810 178th Avenue NE, Suite 202
Woodinville, WA 98072
Phone: 425.486.5106
E-mail: president@northshoresoccer.org

4. Dispute Resolution.

In the event any dispute regarding this Agreement cannot be resolved by informal methods, the aggrieved Party shall, prior to commencing litigation or taking any administrative action, notify the others in writing of the particulars of the grievance, and the other Party or Parties shall reply in writing within ten (10) working days, setting forth their position(s) and stating what, if any, action(s) will be taken with respect to the grievance. The aggrieved Party shall respond in writing, indicating its satisfaction or dissatisfaction, as the case may be; in the event the aggrieved Party is dissatisfied, the Parties shall then meet in person and confer in good faith to resolve their differences before litigation is commenced. If the Parties reach an agreement requiring the breaching party to cure, the breaching party shall have a period of sixty (60) days after the written notice to cure; provided that if the nature of the breach is such that more than sixty (60) days are reasonably required for cure, then the breaching party will not be in default if it commences to cure within sixty (60) days of the written notice and thereafter diligently pursues completion and completes performance within a reasonable time. If the Dispute Resolution process, as described in this section, fails to resolve the issue in question, all Parties reserve the right to pursue all available legal and equitable remedies, and further agree that if litigation is commenced, then venue shall be in King County, Washington.

PART V - INDEMNIFICATION AND HOLD HARMLESS

1. INDEMNIFICATION AND HOLD HARMLESS. NYSA and the City each agree to indemnify and hold King County harmless as provided herein. Accordingly, NYSA and the City each agree for itself, its successors, and assigns, to defend indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, administrative proceedings, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of, related to, or in any way resulting from this Agreement, the Project, or the Fields, except to the extent of the County's negligence. The obligations of NYSA and the City under this section shall include:
 - a. The duty to promptly accept tender of defense and provide defense to the County at the expense of NYSA or City, respectively;
 - b. Indemnification of claims made by employees or agents of NYSA or City; and
 - c. Waiver of immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.
 - d. In the event it is necessary for a party to incur attorney's fees, legal expenses or other costs to enforce the provisions of this section or to defend against a claimed breach of the provisions of this section, all such fees, expenses and costs shall be recoverable from the other party by the prevailing party.
 - e. In the event it is determined that RCW 4.24.115 applies to this Agreement, NYSA and the City each agree, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or as hereafter amended, to protect, defend, indemnify and save King County and its officers, officials, employees and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims") arising out of or in any way resulting from this Agreement or the Project, except to the extent of the County's sole or concurrent negligence.
 - f. During the term of this Agreement, a hold harmless provision to protect King County, substantially the same as this Section V.1, shall be included in all contracts or other agreements entered into by the City or NYSA in connection with this Agreement, the Project, or the Fields.
 - g. If the County uses the Project or the Fields for a County-sponsored event, then Section IV.2 shall apply instead of this Section V.1. See Section IV.2.

The duties and obligations of NYSA and the City under this Part V are not joint and several, and each indemnitor shall only be obligated to the County hereunder with respect to Claims resulting from that indemnitor's actions, and where both indemnitors have caused a Claim in part, then only to the extent that each indemnitor's actions caused the Claim.

PART VI - INSURANCE REQUIREMENTS

1. GENERAL REQUIREMENTS.

- a. The City must have adequate insurance during the entire Term of this Agreement against claims for injuries to persons or damages to property which in any way relate to, arise from, or are connected with the rights and privileges under this Agreement exercised by NYSA, the City, and their agents, representatives, contractors, subcontractors and employees. As of the effective date of this Agreement, the City must have insurance coverage in place in the amounts and the form specified in Sections VI.2 - VI.5; and shall maintain at least that coverage throughout the Agreement's Term.
- b. If the City is self-insured for any of the insurance requirements specified in this Part VI, or is insured through a risk-sharing pool, then the City shall provide a certificate demonstrating the existence and limits of such insurance to the County when the City executes this Agreement. The certificate will be attached to this Agreement as Exhibit C and incorporated into it by this reference. If the County deems such certificate to be proof of adequate insurance, then the certificate will constitute compliance with this Part VI.
- c. By requiring such minimum insurance as specified herein, no Party is deemed to, or construed to, have assessed the risks that may be applicable to the other Parties to this Agreement. Each Party shall assess its own risks and, if it deems appropriate or prudent, or both, maintain greater limits or broader coverage.

2. SCOPE OF INSURANCE. The City must keep insurance in effect in accordance with the minimum insurance scope the King County Risk Manager may set from time to time after consulting with the Director of the King County Department of Natural Resources and Parks. The initial minimum insurance coverage shall be at least as broad as:

- a. Insurance Services Office form number CG-00-01 (Ed. 11-88 or a more recent edition) covering commercial general liability;
- b. Insurance Services Office form number CA-00-01 (ED. 12-90 or a more recent edition), covering automobile liability symbol (1), any auto; and
- c. Industrial insurance as required by applicable federal, state, and local laws, and stop gap or employer's liability insurance.

3. INITIAL INSURANCE LIMITS. The City must keep insurance in effect in accordance with the minimum insurance limits the County Risk Manager may set from time to time. The City shall obtain policies for the following initial minimum insurance limits:

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; and for those policies with aggregate limits, a \$2,000,000 aggregate limit;

- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
 - c. Stop gap or Employer's Liability: \$1,000,000.
4. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to the County. The deductible and/or self-insured retentions of the policies shall not in any way limit or apply to the liability the City and shall be the sole responsibility the City.
5. ENDORSEMENTS.
- a. General liability and automobile liability policies shall contain, or shall be endorsed to contain, the following provisions:
 - (i) King County, its officers, officials, employees, and agents are to be covered as and have the rights of additional insureds with respect to liability arising out of rights and privileges exercised by or on behalf of the City under this Agreement.
 - (ii) To the extent the City's negligence, the City's insurance coverage shall be primary insurance with respect to the County, its officers, officials, employees, and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, and agents shall be in excess of the City's insurance and shall not contribute with it.
 - (iii) The City's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.
 - b. All policies shall contain, or shall be endorsed to contain the following provision: The Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, nor shall the intention not to renew be stated by the insurance company, except after forty-five (45) calendar days prior written notice, return receipt requested, has been given to King County's Department of Parks and Recreation and Office of Risk Management.
6. ACCEPTABILITY OF INSURERS. The insurance obtained by the City shall each be placed with insurers with a Bests' rating of no less than A:VIII, or if not rated by Bests', with surpluses equivalent to Bests' A:VIII rating.
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7. VERIFICATION OF COVERAGE. The City shall furnish the County with certificates of insurance and endorsements required by this Agreement. The certificate and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate and endorsement for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of construction of the Project. The City hereby warrants that its insurance policy satisfy the requirements of this Agreement and County code.

8. **MUTUAL RELEASE AND WAIVER.** To the extent a property damage loss is covered by insurance in force, King County and the City hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under applicable insurance policies, to the extent loss is paid; provided, that this Section VI.8 shall be inapplicable if it would have the effect of invalidating any insurance coverage of King County or the City.

9. **BUILDER'S RISK; PROFESSIONAL ERRORS AND OMISSIONS.**
 - a. **BUILDER'S RISK.** The City will require their construction contractors and subcontractors to carry insurance meeting all requirements set forth in Part V of this Agreement. In addition, the City will require their construction contractors and subcontractors to provide, for the duration of construction of the Project on the Fields, Builder's Risk insurance covering interests of the County, the City, and the construction contractor in the work, in the amount of the completed value of the Project with no coinsurance provisions. Such Builder's Risk insurance will be on an all-risk policy form and will insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builder's Risk insurance covering the work will have a deductible no larger than \$5,000 for each occurrence, which will be the responsibility of the construction contractor. Higher deductibles for flood and earthquake perils may be accepted by the County upon written request by the City and written acceptance by the County. Any increased deductibles accepted by the County will remain the responsibility of the construction contractor. The Builder's Risk insurance will be maintained until final acceptance of the work by the City. The City will each require their construction contractors and subcontractors to provide copies of insurance certificates or insurance policies to the County upon request.

 - b. **PROFESSIONAL ERRORS AND OMISSIONS.** If the City directly or indirectly requires professional services in connection with the design, construction, or improvement of the Facility, then the City will require its professional service providers to carry insurance meeting all requirements set forth in Part V of this Agreement. In addition, the City will require its professional service providers to carry Professional Liability Errors and Omissions insurance in an amount not less than \$1,000,000 per claim/aggregate. The City will require its professional service providers to give the County copies of all insurance certificates or insurance policies upon request.

PART VII – NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Agreement by any Party or the other shall be in writing and shall be sufficient given and served upon any other Party if mailed and addressed as follows:

CITY OF WOODINVILLE
City Manager
18305 ~~101st Avenue NE~~ **17301 133rd AVENUE NE**
Woodinville, WA ~~98011~~ **98072**

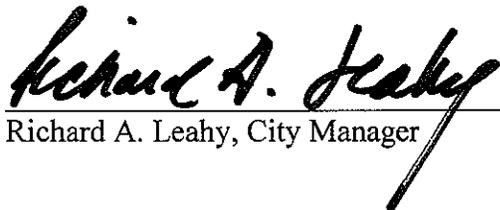
NYSA
President
12810 - 178th Avenue NE
Woodinville, WA 98072

COUNTY
Director, King County Parks and Recreation Division
King Street Center
201 S. Jackson St, Ste 700
Seattle, WA 98104-3855

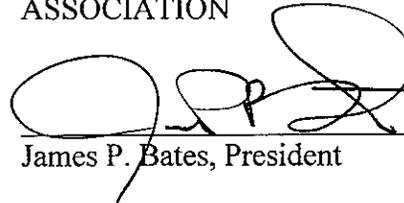
A Party may change its address for purposes of receiving notices by giving notice of such change to the addresses identified above.

DATED this 3rd day of August, 2009.

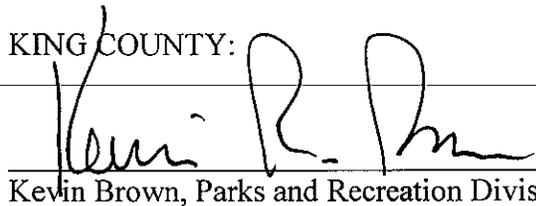
CITY OF WOODINVILLE:


Richard A. Leahy, City Manager

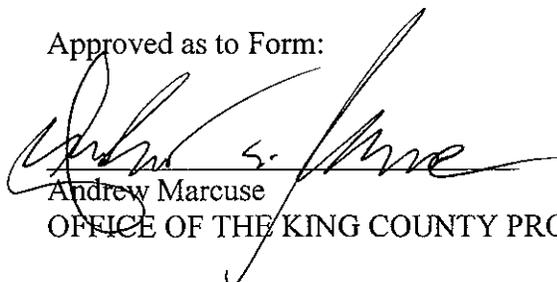
NORTHSHORE YOUTH SOCCER
ASSOCIATION


James P. Bates, President

KING COUNTY:


Kevin Brown, Parks and Recreation Division Director

Approved as to Form:


Andrew Marcuse
OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

Exhibits:

- A Project Site Map
- B NYSA Reserved Timeslots
- C Insurance Documentation

Exhibit A
Woodinville Sports Fields Project Site Map

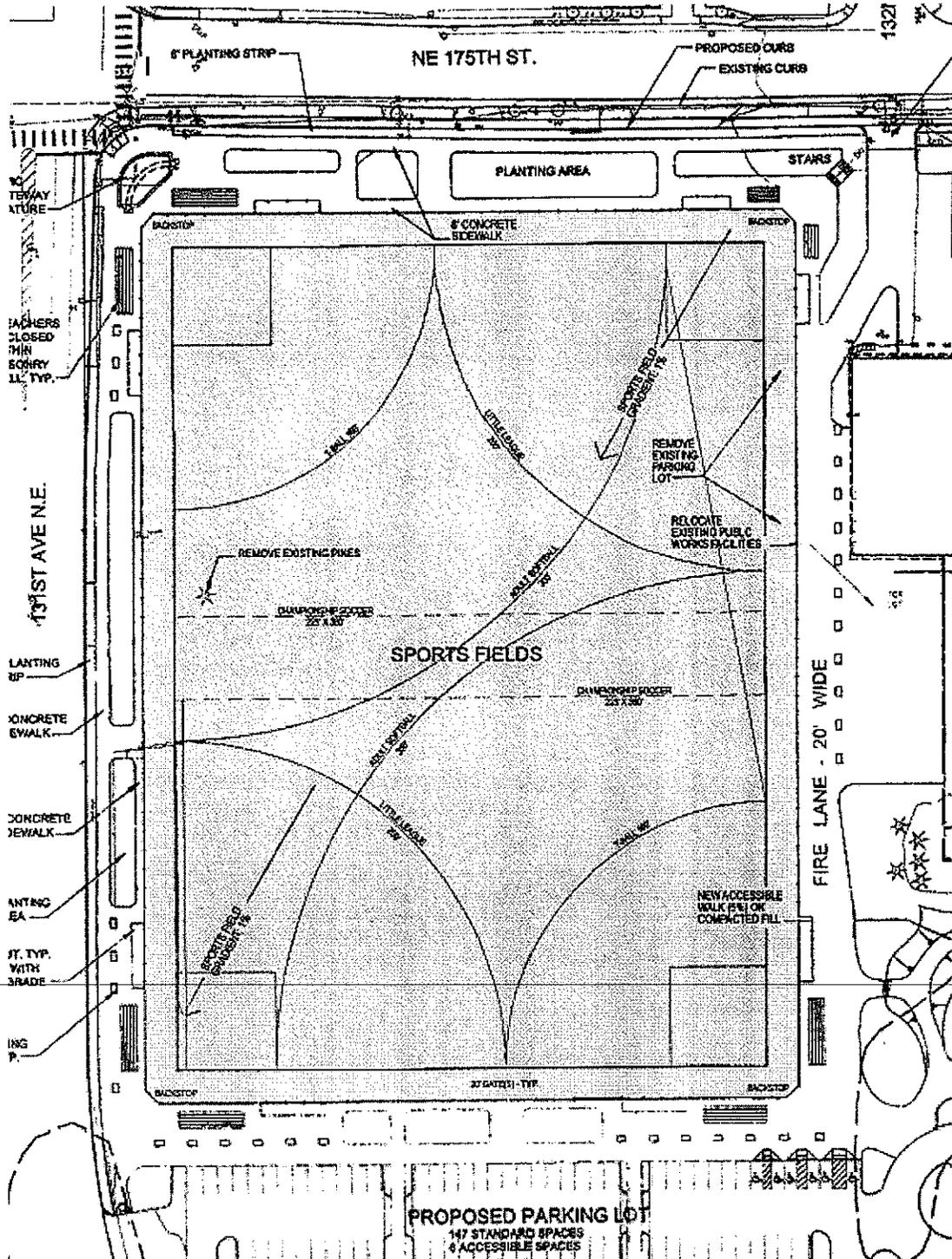


Exhibit B
NYSA Reserved Timeslots

	MON	TUE	WED	THU	FRI	SAT	SUN	COMPLEX HOUR	FIELD HOURS (2 fields)
JANUARY* Hours	4:30-8:30pm 16	4:30-8:30pm 20	4:30-8:30pm 20	4:30-8:30pm 16			9-5pm 32	104	208
FEBRUARY Hours	4:30-8:30pm 16	4:30-8:30pm 16	4:30-8:30pm 16	4:30-8:30pm 16			9-5pm 32	96	192
MARCH									
APRIL									
MAY									
JUNE									
JULY									
AUGUST Hours	4-8pm 16	0	4-8pm 20	0			9-3pm 6	42	84
SEPTEMBER Hours	4:30-8:30 12	4:30-8:30 16	4:30-8:30 16	4:30-8:30 16		8-5pm 45	9-5pm 40	145	290
OCTOBER Hours	4:30-8:30 20	4:30-8:30 20	4:30-8:30 20	4:30-8:30 16		8-5pm 36	9-5pm 32	144	288
NOVEMBER Hours	4:30-8:30 16	4:30-8:30 16	4:30-8:30 16	4:30-8:30 16		8-5pm 27	9-5pm 32	123	246
DECEMBER Hours	4:30-8:30 12	4:30-8:30 12	4:30-8:30 16	4:30-8:30 16			9-5pm 40	96	192
TOTAL								750	1500

Exhibit C (If Necessary)

City's Certificate of Self-Insurance or Participation in Risk or Insurance Pool



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

05-Aug-09

Cert#: 6331

King County Parks and Recreation Division
Attn: Kevin Brown, Director
201 S. Jackson St, Ste 700
Seattle, WA 98104-3855

RE: City of Woodinville
~~Agreement with King County and Northshore Youth Soccer~~
Association to provide funding towards new sport fields.

Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 130 municipal corporations in the State of Washington.

WCIA has at least \$1 million per occurrence combined single limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA is an Interlocal Agreement among municipalities and liability is completely self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an "additional insured".

Sincerely,

A handwritten signature in black ink, appearing to read "Eric B. Larson".

Eric B. Larson
Deputy Director

cc: Justina Tate
Richard A Leahy

cletter