

11/24/1999

NYS Aord
Clerk 11/29/1999

Introduced By: Louise Miller

Proposed No.: 1999-0669

ORDINANCE NO. **13698**

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AN ORDINANCE authorizing the King County executive to enter into a thirty-year concession contract with the Northshore Youth Soccer Association to develop, maintain and operate a sports facility in the South Gateway Recreation and Agriculture Project.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

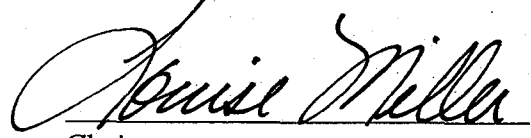
SECTION 1. The county executive is hereby authorized to enter into a thirty-year concession contract with the Northshore Youth Soccer Association to develop, maintain

10 and operate a sports facility in the South Gateway Recreation and Agriculture Project
11 negotiated by the King County department of parks and recreation, in substantially the
12 same form as attached to this ordinance.

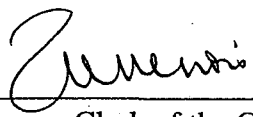
13 INTRODUCED AND READ for the first time this 6th day of December, 1999.

14 PASSED by a vote of 13 to 0 this 13th day of December, 1999.

15 KING COUNTY COUNCIL
16 KING COUNTY, WASHINGTON


Chair

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19 ATTEST:


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21 Clerk of the Council

22 APPROVED this 22 day of December, 1999


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24 King County Executive

25 Attachments: Concession Contract for Recreational Facility Between King County and
26 Northshore Youth Soccer Association for South Gateway Recreation and
27 Agriculture Project

CONCESSION CONTRACT FOR RECREATIONAL FACILITY
BETWEEN
KING COUNTY AND NORTHSHORE YOUTH SOCCER
ASSOCIATION
FOR
SOUTH GATEWAY RECREATION AND AGRICULTURE PROJECT

This Concession Contract (the "Agreement") is made and entered into this ____ day of _____ 1999, by and between King County, a home rule charter county, and Northshore Youth Soccer Association (NYSA), a private non-profit organization. King County and NYSA are collectively referred to as "the Parties" in this Agreement.

RECITALS

A. King County owns certain real property (the "Premises), as depicted on Exhibit A hereto and legally described in Exhibit B, that is part of the project commonly known as the South Gateway Recreation and Agriculture Project (the "Project").

B. There is a growing demand for high quality regional soccer and softball/baseball facilities in King County. The 1993 Northshore Community Plan and the 1993 King County Parks and Open Space Plan identify a significant regional deficiency in actual playing fields and indicate the situation will worsen as the anticipated population increase is realized.

C. King County has an interest in ensuring that public 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.

D. NYSA is an athletic association located in and providing youth soccer services to the Northshore community and is a community service organization described in RCW 35.21.278. It is in the County's interest for NYSA to develop, operate, manage, and maintain public recreational facilities and programs on County park property, so long as the activity is consistent with the County's Comprehensive Plan, zoning code, and parks, recreation and open space plan, and consistent with the purposes for which the property was acquired.

E. King County is authorized to enter into this concession contract with NYSA for recreational facilities in accordance with Chapter 4.57 of the King County Code for the express purpose of developing, operating, managing, and maintaining public recreational facilities and programs.

F. The Premises will be developed as a soccer and softball/baseball facility, which will benefit the citizens of King County, and permit the Premises to be utilized by the public to the maximum extent possible. The Parties intend to maximize the opportunity to develop and maintain the Premises, consistent with all applicable laws and policies, as a high quality soccer and softball/baseball facility for the region.

G. As consideration for the private non-profit organization's commitment to develop, manage, operate and maintain recreational programs and facilities for the public and a commitment to fund specified capital improvement projects to the County park property, the County will enter into a long term concession contract, not to exceed a term of 30 years.

H. The Project will create a buffer for the Sammamish River Valley farmlands south of the South Gateway Recreation and Agriculture Project. The Project also provides an exceptional opportunity to create a logical and attractive transition from the Agriculture Production District (APD) to the City of Woodinville. The Premises will serve as an important part of the Project.

I. King County has a strong interest in protecting high quality agricultural soils. The terms and conditions of this Agreement secure the long-term protection of the quality agricultural soils on the Premises.

J. The County's partnership with NYSA on the Premises and on the Project allows the County and NYSA to combine and leverage resources. Together, the County and NYSA will create a better facility at less cost than either the County or NYSA could do individually. The County will provide NYSA the land described herein for a thirty-year term and the County will reimburse NYSA's expenses incurred in drawing design plans, making improvements to the park Premises, installing equipment and artworks and providing maintenance services up to an aggregate amount of not to exceed two hundred thirty-five thousand dollars (\$235,000), as described in Section 3(B). NYSA will develop, maintain, manage and operate the facility for the thirty-year term, which activities are currently valued at two million one hundred thousand dollars (\$2,100,000) in 1997 dollars. The soccer and softball/baseball facility resulting from this concession agreement will serve many King County children and adults yearly and NYSA will provide these residents recreational services including programming, volunteer coaches, coaching and player clinics, tournament scheduling and scholarships at virtually no additional cost to King County.

AGREEMENT

For and in consideration of the mutual covenants contained herein, King County and NYSA agree as follows:

1. TERM

King County hereby grants to NYSA an exclusive concession contract to the Premises for a term of thirty (30) years, commencing on the ____ day of _____, 1999 and terminating on the ____ day of _____, 2029, during which term NYSA shall have the primary responsibility for developing, operating, managing and maintaining the Premises as a soccer and softball/baseball facility.

2. NYSA RESPONSIBILITIES

A. NYSA will develop the Premises by building a soccer and softball/baseball facility as described in Section 4 below.

B. NYSA will fund and implement certain capital improvements as described in Section 4 below;

C. NYSA will provide all ordinary and routine maintenance of the Premises as described in Section 6 below;

D. NYSA will charge user fees and admission prices at rates which do not exceed those for comparable activities and events contemporaneously being charged in King County, if any, with consideration given to the level of maintenance provided by NYSA to the site. The rates of such user fees

and admission prices are subject to King County's approval. Such approval shall be obtained prior to the charging of any fees by NYSA, and shall thereafter be obtained whenever those fees are changed. Such approval may be obtained at the annual meeting described in paragraph 5(I). Such approval shall not be unreasonably withheld.

E. NYSA will comply with all applicable laws, ordinances, regulations and policies from any and all authorities having jurisdiction, including Right to Farm regulations. NYSA shall comply and pay for all costs associated with achieving such compliance.

F. King County Ordinance 12927 amended the 1994 King County Comprehensive Plan and King County Ordinance 12930 amended the King County Code allowing the use of land in the agricultural production district for active recreation. NYSA covenants that all development, operation, management, and maintenance of the Premises shall comply with these amendments. In doing so NYSA shall assure that:

(i) Active recreation uses shall be designed in a manner that visually screens adjacent agricultural uses from park users and that restricts physical trespass onto adjacent Agricultural Production District properties;

(ii) Buildings associated with recreational uses shall be limited to restroom facilities, picnic shelters and storage/maintenance facilities for equipment used on-site;

(iii) No use that permanently compacts, removes, sterilizes, pollutes or otherwise materially impairs the future use of the soil for raising agricultural crops shall be allowed;

(iv) Any soil surfaces temporarily disturbed through construction activities shall be restored in a manner consistent with agricultural uses, including restoration of the original soil horizon sequence, as soon as practical following such disruptions;

(v) Access to recreational uses shall be designed to minimize impact on the surrounding Agricultural Production District and should be limited to direct access along District boundaries whenever feasible; and

(vi) Artificial lighting for the playing fields shall be prohibited.

G. NYSA shall consult with the King Conservation District during its preparation of the site development plan, the operations plan and the long-term maintenance plan.

3. KING COUNTY RESPONSIBILITIES

A. Exclusive Use of Premises. King County shall provide NYSA exclusive use of the Premises on the terms and conditions provided herein.

B. Funding. In accordance with RCW 35.21.278, King County shall reimburse NYSA its expenses incurred in drawing design plans, making improvements to the park Premises, installing equipment and artworks and providing maintenance services up to an aggregate amount of not to exceed \$235,000.

(i) NYSA shall be reimbursed on a monthly basis after the submission of supporting invoices and documentation for expenses incurred and approved by King County under this Agreement.

Payments will be made by King County within approximately thirty (30) days after approval of such invoices and documentation.

(ii) To the extent NYSA uses contracted labor for which it seeks reimbursement from the County under this Agreement, such reimbursement shall be contingent upon (1) receipt by King County of prior written notice from NYSA of its intent to employ non-donated labor; and (2) prior mutual agreement of the Parties to comply with all requirements in RCW 39.12 and any other applicable statutes, ordinances, and regulations, with respect to such labor.

4. DEVELOPMENT

A. Development Defined. "Development" means permanent improvements to the Premises including, but not limited to, parking facilities, fencing, gates, and structures (not including trailers and portable shelters), grading and contouring of the earth, irrigation installations (not including portable irrigation apparatus and installation), drainage and surface water control construction, installation of utilities, picnic areas and landscaping.

B. Site Development Plan. The County and NYSA shall cooperate to provide for the efficient development of the Premises that are the subject of this Agreement and for the overall site for the whole Project.

(i) NYSA shall develop a site development plan for the Premises as a regional soccer and softball/baseball facility with appropriate related recreational and park facilities. The site development plan will describe the development process with a time line and milestones, describe the goals and objectives, identify particular projects with a designation of the party primarily responsible for each, and provide a schedule showing the proposed sources and timing of funding for each project. In developing the site development plan for the premises NYSA shall consult with the County.

(ii) NYSA shall obtain approval from King County of a site development plan for the Premises prior to undertaking any development activity. The initial approval of the site development plan shall be obtained within one year after this Agreement is fully executed at the earliest convenient, mutually agreeable time. This plan shall be updated and submitted annually for County review and approval, which may be obtained at the annual meeting described in paragraph 5(I). All approvals of the site development plan shall be a condition precedent to NYSA proceeding to implement the activities called for by the proposed plan or proposed substantial change to the plan. All approvals required by this section shall not be unreasonably withheld by King County.

(iii) To assure all Project uses outside of the Premises subject to this Agreement are compatible and legally permissible, King County and NYSA will cooperate in planning and developing the other uses of the Project such as trails, parking and the actively farmed portions of the Project

C. Development. NYSA shall develop the Premises as a soccer and softball/baseball facility in conformance with the site development plan.

D. Reporting. NYSA and King County shall fully report to each other regarding progress of development activities.

5. OPERATIONS

A. Operations Defined. Operations for and over which NYSA shall have primary responsibility include, but are not limited to, scheduling for all use of the Premises including league games, tournaments, practices and events, site preparation and management, including field layout, field lining, goal placement, signage, concession and tent setup and parking setup and control, concession agreements with vendors, all community/public events, and security.

B. Scheduling Criteria. Highest priority of use of the Premises shall be for the members and registered players of NYSA. NYSA shall, subject to and consistent with such priority, make reasonable and appropriate accommodation for other soccer use groups and members of the public for use of the Premises. Soccer field use will be consistent with the proper maintenance and care of the soccer fields as required by the King County Comprehensive Plan and zoning code and Section 2(F) of this Agreement. NYSA will make reasonable and appropriate efforts to minimize program conflicts and to coordinate service to user groups, and to equitably distribute playing time. NYSA shall be the sole arbiter of all scheduling conflicts and shall determine in its sole judgment what constitutes reasonable and appropriate accommodation between users for use of the Premises and equitable distribution of playing time for soccer and/or other such uses which it may permit on the site.

C. Scheduling Considerations. Guided by turf conditions, weather, turf maintenance programs and appropriate best management practices to prevent the permanent compaction, removal, sterilization, pollution or other material impairment of the soil from future agricultural uses, NYSA shall employ the following considerations and requirements in its scheduling of the use of the Premises:

(i) Define scheduling seasons as "Winter" - December 1 through February 28, "Spring" - March 1 through May 31, "Summer" - June 1 through August 31, "Fall" - September 1 through November 30;

(ii) Prioritize use of the Premises as follows: (i) closure during the Winter season; (ii) limited use during the Spring season, certain limited youth activities conducted by NYSA may be scheduled; (iii) Summer season league and tournament use by adult and youth organizations, with those having an established use history receiving priority over new use applicants; (iv) highest priority in Fall season to NYSA league play and practices, with youth team activities of those not from NYSA, but from within Washington State Youth Soccer Association District 2 having second priority, and other youth team activities having the next priority; and

(iii) Schedule special events which do not displace a soccer activity and which are consistent with the use of the Premises as a regional soccer and softball/baseball facility, and are not potentially harmful to the soccer fields or agricultural soils.

(iv) NYSA is authorized to schedule baseball, softball and other user activities on the site to the extent it does not interfere with soccer use.

D. Hours. Activities other than maintenance and development activities shall begin not earlier than 8:00 a.m. and cease not later than thirty minutes past sunset.

E. Amplification. NYSA shall ensure any sound amplification is employed in accordance with rules set forth for amplification in King County parks.

F. Concessions. Food, souvenir, and product concessions will be contracted for by NYSA. Concession rights and revenue from concessions shall belong to NYSA, except as provided in Section 7.

G. Cost of Operations. The cost of operations shall be borne by NYSA.

H. Operations Plan. NYSA shall obtain approval from King County of an operations plan for the Premises prior to undertaking any operational activity, and shall thereafter obtain additional review and approval of the operations plan only when NYSA proposes substantial changes to the plan. NYSA shall consult with the City of Woodinville during its preparation of the operations plan. The initial approval of the operations plan shall be obtained at the earliest convenient, mutually agreeable time. Subsequent approvals may be obtained at the annual meeting described in paragraph 5(I). All approvals of the operations plan shall be a condition precedent to NYSA proceeding to implement the operation activities called for by the proposed plan or proposed substantial change to the plan. All approvals required by this section shall not be unreasonably withheld by King County.

I. Annual Meeting. NYSA and King County shall at least meet annually to review operations, development and maintenance issues.

6. MAINTENANCE

A. Maintenance Defined. Maintenance for which NYSA shall have primary responsibility includes, but is not limited to, leveling of the earth for turf management or maintenance purposes, aerification, thatching, verticutting, fertilizing, liming, overseeding, topdressing, herbiciding, insecticiding, mowing, and irrigation of the turf, parking area upkeep and organization, upkeep of fencing and gates, upkeep of restroom facilities, and policing of litter on the Premises.

B. Cost of Maintenance. The cost of maintenance shall be borne by NYSA, except as provided in section 3(B) of this Agreement.

C. Cost of Utilities. The cost of utilities serving the Premises developed by NYSA shall be borne by NYSA, unless the County agrees otherwise. King County will assist NYSA in obtaining the necessary supply of water by providing letters of support, testifying at hearings, and so on with the understanding that King County will not be expected to incur any expenses beyond reasonable staff assistance.

D. Maintenance Considerations. NYSA shall employ the following considerations and requirements in its maintenance of the Premises:

(i) The area is intended to be a high quality regional soccer and softball/baseball facility with high quality grass fields being essential thereto;

(ii) A long-term maintenance plan that details the cost, schedule and scope of maintenance of the fields, concessions, parking areas and other facilities shall be developed by NYSA in consultation with King County when there is sufficient information about the final configuration and design of these facilities to allow a meaningful maintenance plan to be created.

(iii) NYSA shall obtain approval from King County of the long-term maintenance plan for the Premises prior to undertaking any maintenance activity and shall annually update and submit the plan

for County review and approval, which may be obtained at the annual meeting described in paragraph 5(I). All approvals of the long-term maintenance plan shall be a condition precedent to NYSA proceeding to implement the maintenance activities called for by the proposed plan or proposed substantial change to the plan. All approvals required by this section shall not be unreasonably withheld by King County.

(iv) The County and NYSA shall cooperate where possible in order to cost efficiently provide maintenance on the overall site for the Project; and

7. CONCESSION FEES

NYSA shall pay to King County on each March 1 during the term of this Agreement, an annual fee in an amount equal to twenty percent (20%) of the total of the revenue received by NYSA for operating the Premises from user fees, fees from the sales of goods and services including food, beverages, souvenirs or sports paraphernalia, and admission fees which NYSA generates during the calendar year immediately preceding the due date for payment of the annual fee. Revenue from NYSA's bingo operation, other fundraising activities conducted off-site, and from membership fees of its members shall not be included in the total of the revenue on which the twenty (20%) annual fee is calculated. Further, after NYSA has been reimbursed by King County up to the amount of \$235,000 as set forth in this Agreement, the twenty percent (20%) annual fee due for a given year shall be reduced by an amount equal to the total of the cost of capital improvements to the Premises made by NYSA during that year, and the capital improvements made by NYSA during preceding years to the extent that reduction in respect thereof in preceding years has not been made. In addition, the twenty percent (20%) annual fee due for a given year shall be reduced at any time during the duration of this Agreement by the value of recreational programs and events conducted by NYSA on the Premises for developmentally disabled or challenged athletes during that year. NYSA shall provide to King County an annual accounting by February 15 of each year showing gross revenues received and amounts paid for categories described above. The accounting must conform to general accepted accounting principles. The County reserves the right to review and/or audit NYSA's accounting and records and to ask for supporting documentation. NYSA shall comply and fully cooperate with any such request.

8. INDEMNIFY AND HOLD HARMLESS

NYSA agrees to indemnify and hold King County harmless as provided herein to the maximum extent possible under law. Accordingly, NYSA agrees 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, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to NYSA's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. NYSA's obligations under this section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at NYSA's own expense;
- B. Indemnification of claims made by NYSA's employees or agents; and
- C. Waiver of NYSA's 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.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from NYSA.

In the event it is determined that RCW 4.24.115 applies to this Agreement, NYSA agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of or in any way resulting from NYSA's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereafter amended.

9. INSURANCE

A. NYSA will carry All Risk property damage coverage insurance, with loss of earnings endorsement in an amount equal to the full replacement of cost of all improvements, structures and buildings located on the Premises. The policy shall include King County as an insured for its vested interest in the property. A copy of the policy will be filed with King County.

B. In the event of the total or partial destruction of the building, structures or facilities currently on the Premises or subsequently constructed by NYSA, NYSA shall have the obligation to reconstruct such facilities to their original condition within six (6) months after destruction.

10. INSURANCE REQUIREMENTS

A. General Requirement. NYSA must have adequate insurance during the entire term of the 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, its agents, representatives, contractors, subcontractors and employees. As of the effective date of the Agreement, NYSA must have insurance coverage in place in the amounts and the form specified in (b) - (e); it shall maintain at least that coverage throughout the Agreement term.

B. Scope of Insurance. NYSA must keep insurance in effect in accordance with the minimum insurance scope the County Risk Manager may set from time to time after consulting with the Director of the Department of Parks and Recreation. The initial minimum insurance coverage shall be at least as broad as:

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

C. Initial Insurance Limits. NYSA must keep insurance in effect in accordance with the minimum insurance limits the County Risk Manager may set from time to time. NYSA shall obtain policies for the following initial minimum insurance limits:

1. 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;

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Stop gap or Employer's Liability: \$1,000,000.

D. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County Risk Manager. The deductible and/or self-insured retentions of the policies shall not in any way limit or apply to NYSA's liability to the County and shall be the sole responsibility of NYSA.

E. Endorsements.

1. 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 NYSA under this Agreement.

(ii) To the extent of NYSA's negligence, NYSA'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 NYSA's insurance and shall not contribute with it.

(iii) NYSA'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.

2. 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.

F. Acceptability of Insurers. The insurance obtained by NYSA shall 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.

G. Verification of Coverage. They NYSA shall furnish the County with certificates of insurance and endorsements required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the

NYSA. The NYSA hereby warrants that its insurance policies satisfy the requirements of this Agreement and County law.

11. PUBLIC USE OF FACILITY

In the event King County or other public entity desires to use the Premises for a public-sponsored event, it may do so, provided that such event is compatible with the use of the Premises as a regional soccer and softball/baseball facility, and does not interfere with programs or events which are on-going, or have been established or scheduled by NYSA and which have been advertised or made known to the intended user members of the public, provided that King County or other public entity provides reasonable advance notice of its desire to use the Premises for public-sponsored events; and provided that King County shall promptly restore any significant damage to the Premises and the facilities and equipment thereon resulting from such use of the Premises.

12. MUTUAL RELEASE AND WAIVER

To the extent a property damage loss is covered by insurance in force, King County and NYSA 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 Agreement shall be inapplicable if it would have the effect of invalidating any insurance coverage of King County or NYSA.

13. DESIGNATION OF PREMISES

The Premises shall be formally designated as a regional soccer and softball/baseball facility.

14. OPERATING RULES

Operating rules for the Premises shall be consistent with King County ordinances and published policy relating to health and safety. The King County Parks and Recreation rules shall apply with respect to law enforcement.

15. REPRESENTATIVES

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

16. KING COUNTY REPRESENTATIVES TO NYSA FACILITIES COMMITTEE

King County may appoint a representative to attend meetings of the NYSA Facilities Committee relating to the Premises.

17. ANNUAL REPORT

NYSA shall furnish King County with an annual report covering user activity, maintenance and development of the Premises, and including a summary of NYSA income and expenses associated with the

Premises. The Annual Report shall be due on or before February 15 of each year or other mutually agreed upon date that accommodates NYSA's fiscal year and which is convenient to King County.

18. DISPUTE RESOLUTION

In the event any dispute regarding this contract cannot be resolved by informal methods, the aggrieved party shall, prior to commencing litigation or taking any administrative action, notify the other in writing of the particulars of the grievance, and the other party shall reply in writing within ten (10) working days, setting forth its position and stating what, if any, action it will take with respect to the grievance. The aggrieved party shall respond in writing, indicating its satisfaction or dissatisfaction, as the case may be; in the event the aggrieved party is dissatisfied, the parties shall then meet in person and confer in good faith to resolve their differences before litigation is commenced. If litigation is commenced venue shall be in King County, Washington. Nothing herein shall limit or interfere with King County's reasonable exercise of its police power.

19. ANTI-DISCRIMINATION

In all services or activities, and all hiring or employment made possible by or resulting from this Agreement there shall be no discrimination against any employee or applicant for employment because of sex, color, creed, national origin, marital status, sexual orientation or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The NYSA shall not violate any of the terms of RCW 49.60, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulations regarding non-discrimination. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Agreement by the County and may result in NYSA's ineligibility for further County agreements. NYSA will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.

20. HAZARDOUS SUBSTANCES

NYSA shall not, without first obtaining King County's written approval, apply, store, deposit, transport, release or dispose of any hazardous substances, petroleum products, sewage, medicinal, bacteriological, or toxic materials, or pollutants, on the Premises. All approved application, storage, deposit, transportation, release and disposal shall be done safely, and in compliance with applicable laws. First aid facilities and supplies are not considered hazardous substances in this Agreement.

21. ASSIGNABILITY

NYSA shall not assign any of its rights under this contract without the prior written consent of King County, which consent shall not be unreasonable withheld.

22. NON-WAIVER

No failure to insist upon strict performance of any term of this contract will constitute a waiver of any right hereunder.

23. TERMINATION

A. Termination for Cause. This Agreement is subject to termination by either party by reason of material breach thereof by the other party, provided, that written notice specifying the material breach, and 30 days to cure the material breach is given, and thereafter, in the absence of a substantial cure, the dispute resolution procedures set forth in Section 18 above are followed.

B. Termination of Contract. The remaining obligations of this Agreement shall terminate if NYSA ceases to exist or becomes unable to meet the terms of this Agreement. This provision may be exercised by the County if NYSA does not schedule games or act to restore the fields for a period of 30 months, unless it is prevented from such an activity during the 30-month period in question because of weather conditions, water availability, litigation with a third party or between the parties to this contract, or regulatory matters arising out of or related to this contract. This provision also will allow the Agreement to be transferred to another non-profit organization upon the written agreement of the County and NYSA.

C. Termination Resulting from Court Ruling.

(i) If a final judgment is entered by a Growth Management Hearings Board or a court holding that active recreation as provided for in this Agreement may not be permitted on the Premises, and if any applicable appeal period has expired without an appeal, either party may terminate this Agreement by providing written notice of termination.

(ii) If this Agreement is terminated under this section as a result of a Board or court ruling, NYSA shall stop using the Premises and the County shall assist NYSA in locating another property for NYSA to use for active recreation.

D. Termination to Allow Agricultural Use. Although the recreational use of the Premises in the Agricultural Production District may be long term, such use is recognized as an interim use of the Production District's prime agricultural soils. As such, the use of the Premises by NYSA under this Agreement is subordinate to the County's prior commitment to the preservation of prime agricultural soils and the viability of local agricultural production. If the County declares through action of the King County Council that there is a critical shortage of agricultural soils to accommodate an active soil-dependent agricultural proposal, the County shall initiate a process to terminate this Agreement, to relocate any recreational uses off the subject property, and to make the property available for re-establishment of agricultural activities. The County shall give written notice to NYSA of the initiation of such process, and shall terminate this Agreement and make the Premises available for agricultural activities within one year of the initiation of such process.

24. NOTICE AND RECORDING

A. Notice. Any written notice which is required or permitted regarding, this contract shall be given by U.S. first class mail or by personal delivery to the party which is the intended recipient of the notice at its address as follows:

NYSA King County
President
PO Box 2651
Woodinville, WA 98072

King County
Administrator, Parks Department
2040 84th Ave. SE
Mercer Island, WA 98040

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

B. Recording. This Agreement, and any memorandum thereof requested by either party, shall be made capable of being recorded with the King County Office of Records and Elections. This Agreement shall be so recorded upon execution.

25. FUTURE ACQUISITION; AMENDMENTS

This Agreement may be extended by written agreement of the King County Executive and NYSA to other parcels specifically purchased for soccer or other active recreational use and that may be added to the Premises in the future so long as the use is allowed under the King County Comprehensive Plan and zoning code. This Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

26. NO THIRD PARTY BENEFICIARIES

This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this concession contract as of the first day written above.

NORTHSHORE YOUTH SOCCER
ASSOCIATION

KING COUNTY, WASHINGTON

By _____

Title _____

Date _____

Approved as to Form

King County
Deputy Prosecuting Attorney

Date

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the
_____ of the Northshore Youth Soccer Association, the person who
signed the above and foregoing instrument to be the free and voluntary act and deed for the uses and
purposes therein mentioned, and she/he was authorized to execute the said instrument.

GIVEN under my hand and official seal this _____ day of _____, _____.

Print Name: _____
NOTARY PUBLIC in and for the State of Washington, residing at _____. My commission
expires: _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the
_____ of King County, Washington, the person who signed the above and foregoing
instrument for King County for the uses and purposes therein stated and acknowledged to me that she/he
signed the same as the free and voluntary act and deed of King County and that she/he was so authorized to
sign.

GIVEN under my hand and official seal this _____ day of _____, _____.

Print Name: _____
NOTARY PUBLIC in and for the State of Washington, residing at _____. My commission
expires: _____.



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

January 4, 2000

Ordinance 13699

Proposed No. 1999-0551

Sponsors Nickels

1 AN ORDINANCE approving a franchise for the Luana
2 Water Association to construct, operate and maintain a water
3 system in council district 8, and authorizing the executive to
4 execute the franchise agreement.

5 **STATEMENT OF FACTS:**

- 6 1. The Luana Water Association has filed an application for a franchise in
7 council district 8 to construct, operate and maintain a water system to serve
8 single family residential dwelling units in accordance with RCW
9 36.55.010 and K.C.C. chapter 6.27.
- 10 2. The Washington state Department of Health has classified this public
11 water system as not expanding as defined in WAC 246-290-010.
- 12 3. K.C.C. 13.24.010 D exempts nonexpanding public water systems from
13 preparing water comprehensive plans for county approval.
- 14 4. The application has been referred to the relevant county departments for
15 review.
- 16 5. The King County executive has recommended approval of the
17 franchise.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The granting of a franchise to the Luana Water Association to construct, operate and maintain a water system within King County is hereby approved. The King County executive is authorized to enter into and execute the water system franchise, which by this reference is fully incorporated herein. Said franchise shall include all of the general and special conditions required by the county.

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SECTION 2. If within thirty days after the granting of this franchise, the applicant shall have failed to sign the written acceptance incorporated herein, then the rights and privileges granted herein shall be forfeited and said franchise shall be null and void.

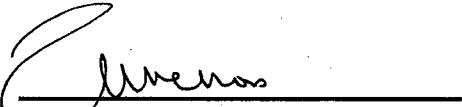
Ordinance 13699 was introduced on 9/27/99 and approved by the Metropolitan King County Council on 1/3/00, by the following vote:

Yes: 12 - Ms. Miller, Mr. von Reichbauer, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Mr. Vance and Mr. Irons
No: 0
Excused: 1 - Ms. Hague


KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 10 day of January, 2000.


King County Executive

Attachments A. Franchise Agreement, B. Application, C. Vicinity Map, D. Franchise area map