

ORDINANCE No. 122100

COUNCIL BILL No. 115508

AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the Superintendent to enter into a management agreement with the Jefferson Park Lawn Bowling Club for the purpose of renting rooms and teaching lawn bowling to the public at the Department of Parks and Recreation's Jefferson Park Lawn Bowling facility.

COMPTROLLER FILE No. \_\_\_\_\_

Introduced: <u>March 13, 2006</u>	By: <u>Della</u>
Referred:	To: <u>Parks</u>
Referred:	To:
Referred:	To:
Reported: <u>5-8-06</u>	Second Reading:
Third Reading: <u>5-8-06</u>	Signed: <u>5-8-06</u>
Presented to Mayor: <u>5-9-06</u>	Approved: <u>5/17/06</u>
Returned to City Clerk: <u>5/18/06</u>	Published: <u>Si the 2nd day of June</u>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

US5047

## The City of Seattle--Legislative Department

### REPORT OF COMMITTEE

Date Reported  
and Adopted

Honorable President:

Your Committee on \_\_\_\_\_

to which was referred the within Council Bill No. \_\_\_\_\_  
report that we have considered the same and respectfully recommend that the same:

5-8-06 Passed 6-0

(Excluded: Conlon, Licata,  
Steinbrueck)

(E  
D)

Passed As Amended

May 3, 2006

Yea = DD, PC

Nay = 0

GB

Law Department

Committee Chair

(BRS)



ORDINANCE 122100

AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the Superintendent to enter into a management agreement with the Jefferson Park Lawn Bowling Club for the purpose of renting rooms and teaching lawn bowling to the public at the Department of Parks and Recreation's Jefferson Park Lawn Bowling facility.

WHEREAS, Ordinance 97226, adopted in November 1968, authorized the Department of Parks and Recreation (DPR) to accept a donation for a Jefferson Park lawn bowling facility and provide for the deposit thereof in the Park and Recreation Fund; and

WHEREAS, Ordinance 100066, adopted in July 1971, authorized a transfer of funds in the Park and Recreation Fund to the Park Acquisition and Development Fund as contemplated by Section 6 of King County Resolution 34571 for the construction of a lawn bowling service building at Jefferson Park; and

WHEREAS, previous Ordinances 108899, 111263, 113249 and most recent Ordinance 116736, adopted in June 1993, all related to legislation which authorized DPR to enter into and execute a long term agreement with the Jefferson Lawn Bowling Club for the use of the City of Seattle's Jefferson Park Lawn Bowling facility; and

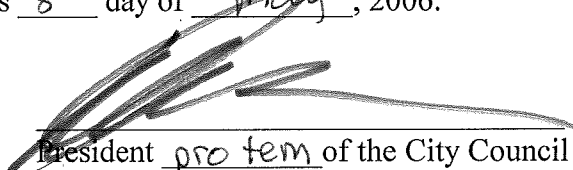
WHEREAS, DPR desires to continue this relationship with the Jefferson Park Lawn Bowling Club to continue this Management Agreement, NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. The Superintendent of Parks and Recreation is authorized to execute, for and on behalf of the City of Seattle (City), a Management Agreement with Jefferson Lawn Bowling Club in substantially the form attached hereto as Attachment 1, with additions, modifications, or deletions as the Mayor or said Superintendent deems to be in the best interest of the City.

Section 2. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 8<sup>th</sup> day of May, 2006, and signed by me in open session in authentication of its passage this 8<sup>th</sup> day of May, 2006.

  
President pro tem of the City Council

Approved by me this 17<sup>th</sup> day of May, 2006.

  
Gregory J. Nickels, Mayor

Filed by me this 18 day of May, 2006.

  
City Clerk

(Seal)

Attachment 1: Management Agreement Between Seattle Parks and Recreation and Jefferson Park Lawn Bowling Club

Exhibit A to Attachment 1: Map of Premises



# City of Seattle

Gregory J. Nickels, Mayor

## Office of the Mayor

February 28, 2006

Honorable Nick Licata  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

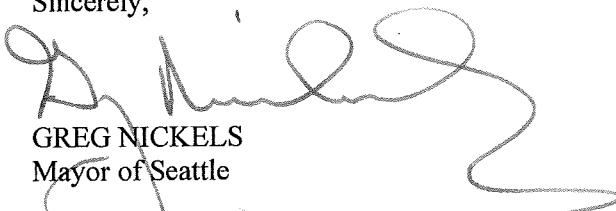
Dear Council President Licata:

I am pleased to transmit the attached proposed Council Bill, which authorizes a five and one half-year agreement with Jefferson Park Lawn Bowling Club (Club) for the purpose of managing the Department of Parks and Recreation's Jefferson Park Lawn Bowling program and facility.

The Club has been providing lawn bowling instruction to the public at the Jefferson Park lawn bowling facility for over 15 years, and is a respected and successful non-profit organization. Approval of this agreement will ensure that the Club will continue to provide services and programs for the next five and one half-years. In exchange for the right to manage the facility, the Club will provide routine maintenance, necessary insurance, lawn bowling instruction, and a financial payment to the City of Seattle, at a minimum of \$1,000.00 per year, over the term of the agreement.

Thank you for your consideration of this legislation. Should you have questions, please contact Eric Friedli at 684-8369.

Sincerely,



GREG NICKELS  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7<sup>th</sup> Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, Email: [mayors.office@seattle.gov](mailto:mayors.office@seattle.gov)

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



Attachment 1

MANAGEMENT AGREEMENT BETWEEN  
SEATTLE PARKS AND RECREATION

AND

JEFFERSON PARK LAWN BOWLING CLUB

This Agreement is entered into by The City of Seattle ("City"), acting by and through the Superintendent of the Seattle Parks and Recreation Department or such official's designee ("Superintendent") and the Jefferson Park Lawn Bowling Club ("Club"), a non-profit Washington Corporation.

WHEREAS, Ordinance 97226, adopted in November 1968, authorized the Department of Parks and Recreation to accept a donation for a Jefferson Park lawn bowling facility and providing for the deposit thereof in the Park and Recreation Fund; and

WHEREAS, Ordinance 100066, adopted in July 1971 authorized a transfer of an amount in the Park and Recreation Fund contributed to the construction of a lawn bowling service building at Jefferson Park to the Park Acquisition and Development Fund as contemplated by Section 6 of King County Resolution 34571; and

WHEREAS, previous Ordinances 108899, 111263, 113249 and most recent Ordinance 116736, adopted in June 1993, all related to legislation which authorized the Department of Parks and Recreation to enter into and execute a long term agreement with the Jefferson Lawn Bowling Club for the use of the City's Jefferson Park Lawn Bowling facility; and

WHEREAS, the Department of Parks and Recreation desires to continue this relationship with the Jefferson Park Lawn Bowling Club to continue this Management and Use Agreement,

NOW, THEREFORE,

Witnesses that:

In consideration of the mutual covenants, contained herein, the City and Club hereto agree as follows:

I. TERM/PURPOSE

In order to further the vision of the Seattle Department of Parks and Recreation ("DPR") and in conjunction with the vision of the Jefferson Park Lawn Bowling Club, DPR enters into this Agreement with the Club for the purpose of providing lessons for the unique sport of lawn bowling, which the facility was specifically designed and built for. Lessons will be given to organizations and park patrons to develop, teach, and/or enjoy the lawn bowling experience in the park.

The City hereby grants the Club an Agreement to manage and operate DPR's Jefferson Park Lawn Bowling facility ("Premises") from July 1, 2006 to December 31, 2011 ("Term"), subject to all of the terms and conditions hereof. DPR has the option of extending this agreement for an additional five years at the discretion of the Superintendent.

The Club may permit use of the Premises on a short-term basis to organizations and individuals, or other clients (hereinafter called "Renters").

The rights and privileges for the term specified are given in exchange for the Club's payment to DPR of specified fees, the provision of certain services to the public for the City, and the performance of maintenance to the Premises, all in accordance with the terms of this Agreement.

#### A. Staff

The Club shall provide qualified personnel or assign volunteers in sufficient numbers to meet the program staffing needs. The Club shall review the conduct of any of its employees whose activities may be inconsistent with the proper administration of the Premises and take such action as is necessary to fully correct the situation. The Club shall engage a licensed agency or company to perform background checks of all staff it intends to work with youth under 18, before they are hired. The Club shall provide DPR with a written listing of the names and addresses of the members of its Board of Trustees and staff at the beginning of each calendar year, and notify DPR of changes throughout the year.

#### B. Board Attendance

DPR shall be entitled to designate one person who may, upon request of either DPR or the Club, attend meetings of the Club's Board of Trustees, including subcommittee meetings.

### II. USE FEE.

The Club shall make a minimum quarterly payment to DPR that is the greater of (either) \$250.00 or the rental fees as follows:

- 1.) 25% of all rental sales without lawn bowling lessons
- 2.) 10 % of all rental sales with lawn bowling lessons.

### III. PREMISES DESCRIPTION:

Part of SW1/4 of Section 16, Township 24 North, Range 4 East lying westerly of Beacon Avenue South, easterly of Beacon Reservoir and northerly of northerly margin of easterly production of South Dakota Street, the location of which is shown in Exhibit A—"Map of Premises."

#### IV. MARKETING/FINANCE/RECORDS MANAGEMENT

A. The Club will market and process all facility rental requests. This includes handling and responding to all calls and written requests, booking the dates, providing the staffing to set up and supervise these events as appropriate, and ensuring the facility is returned to an acceptable condition.

The Club will charge rental fees mutually agreed upon by DPR and the Club. When alcohol will be served at a rental event, the Club will inform DPR staff at (206) 615-0140 (or such other person as may be designated by DPR) who will facilitate the review and approval of the request. The Club will also obtain the necessary permits and additional insurance requirements associated with alcohol being served. The Club will collect rental fees, maintain a tracking system for these funds, and make payments to DPR.

B. The Club shall maintain books, records, documents, and other evidence of accounting procedures and practices, including a statement of income and expenses for the recent calendar year, which sufficiently and properly reflect all direct and indirect costs of any nature expended and revenues received in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit in King County by personnel duly authorized by DPR, City, the Office of the State Auditor, and other officials so authorized by law, rule, regulation, or contract.

C. By January 31st of each year during the Term, the Club shall provide the Department with a written report detailing the number of free lawn bowling lessons provided to the public, including class attendance sizes, a detailed description of the routine maintenance performed at the building and the bowling greens, and other public benefits provided for the immediately preceding fiscal year ending December 31st.

D. Each quarter of each year during the Term, the Club shall provide DPR with a written report, on a form provided by DPR, detailing the number of rentals, types of rentals, and revenues from these rentals.

#### V. TIME AND PLACE OF PAYMENTS

A. Due Dates. Payment of fees to the City shall be made each quarter according to the following schedule:

Use Period: January 1 <sup>st</sup> – March 31 <sup>st</sup>	Due Date: April 15 <sup>th</sup>
Use Period: April 1 <sup>st</sup> - June 30 <sup>th</sup>	Due Date: July 15 <sup>th</sup>
Use Period: July 1 <sup>st</sup> – September 30 <sup>th</sup>	Due Date: October 15 <sup>th</sup>
Use Period: October 1 <sup>st</sup> – December 31 <sup>st</sup>	Due Date: January 15 <sup>th</sup>

B. Place of Payment. All payments shall be delivered to:

Seattle Department of Parks and Recreation

Magnuson Park and Business Resources

Business Resources Manager

6310 N. E. 74th Street #109E

Seattle, Washington, 98115

Or to such other address as the Superintendent shall specify by notice to the Club.

C. Delinquencies. All sums due and owing to DPR shall be delinquent if not paid on or before the fifth (5th) day after the date due. In the event of any delinquency, the Club shall also pay DPR a service charge of Twenty Dollars (\$20.00) per month, or such larger sum as may be established by ordinance, for each month the delinquency continues. If any payment due hereunder is not paid within thirty (30) days after the due date, interest of one (1%) percent per month of the amount due accruable immediately after the due date shall be added to the payment and the total sum shall become immediately due and payable, in accordance with Ordinance 117969.

D. Returned Check, Insufficient Funds. If any payment or check for payment is returned for insufficient funds, the Club shall owe as an administrative charge an additional \$20.00, or such larger sum as may be established by ordinance.

#### VI. USE OF PREMISES BY DPR AND THE CLUB

Throughout the term of this Agreement and upon not more than forty-eight (48) hours' notice, either party shall have the right to schedule and use for its own purposes, without a fee being assessed, any room in the Premises not already rented to a third party.

#### VII. UTILITIES, CUSTODIAL SERVICES AND MAINTENANCE

A. Utilities. The electrical costs shall be equally shared between DPR and the Club. The Club shall pay all telephone and communication costs. DPR shall pay for all other utilities furnished to the Premises.

B. Custodial Services. The Club shall be responsible for custodial services to the building and grounds of the Premises each day the Premises are used. Custodial services shall include recycling, picking up trash and depositing the same in proper receptacles located on the Premises.

C. Maintenance. DPR shall be responsible for all major structural maintenance and preventive maintenance to the Lawn Bowling Facility building. The Club shall be responsible for minor repairs and maintenance including all lights and the ground areas of the building Premises and maintenance of the Bowling Greens.



## VIII. SERVICES PROVIDED TO PUBLIC

A. Hours of Use: The Club shall keep the Premises open during the period 10:00 a.m. to 3:30 p.m. daily during the term of this Agreement, weather permitting. The Club may change the hours specified herein with the prior approval of the Superintendent. Further, subject to the approval of the Superintendent, during the times herein provided for, the Club may close the Premises or any portion thereof for a reasonable period, provided that a written notice of such impending closure is posted in a conspicuous place on the Premises at least one week immediately prior to the closure date. DPR reserves and retains the right to close the Premises for its convenience upon a written notice of not less than seven (7) days or in case of emergency without notice of any kind.

### B. Promotion of the Sport of Lawn Bowling:

#### (1) Promotional Days

The Club shall promote the use of the Premises by the means of at least two (2) promotional days during each year of this Agreement.

Promotional days shall mean days scheduled for Premises use by the Club on which a fee shall not be charged other Users thereof, and days on which the Club shall not exclude "non-club" members from the Premises. The Club shall submit to DPR a Schedule of Promotional Days, which shall not be more than four (4) days.

#### (2) Rules and Regulations for Play

Rules and Regulations for Play will be on file with DPR and posted at the Club as to be easily viewed by all users.

#### (3) Instruction Program

The Club shall provide lawn bowling instructors for lawn bowling instruction classes that will be organized and scheduled by the Club. The number of classes organized and the scheduling of those classes will be mutually agreed upon by the Club and DPR.

#### (4) Publicity/Advertisement

The Club shall, through publicity and advertisement, actively make known the availability of the Lawn Bowling Facility, including promotional days and instructional classes. All publicity and advertisement shall indicate that the facility is a Seattle Department of Parks and Recreation facility. DPR shall

publish and advertise availability in its literature, at its own discretion and without limitation.

(5) Low Income

The Club shall allow periodic free play of at least six (6) days during the year for those who can demonstrate that they are not capable of paying the fee, but are nonetheless desirous of play.

(6) Spectators

The Club shall make every reasonable effort to provide the general public with the opportunity to view tournaments and games in a quiet and non-disruptive manner.

IX. COMPLIANCE WITH LAWS:

The Club shall use the Premises in compliance with all applicable laws, ordinances, rules, regulations and directions of the City, the State of Washington, the United States of America, DPR, agencies, officials, and employees thereof.

A. Equality of Treatment.

The Club shall conduct its business in a manner that assures fair, equal, and nondiscriminatory treatment at all times, in all respects, to all persons in accordance with all applicable laws, ordinances, resolutions, rules, and regulations. Any failure to comply with this provision shall be a material breach of this Agreement.

X. INDEMNIFICATION

The Club shall indemnify and hold the City harmless from any and all losses, claims, actions, or damages suffered by any person or entity by reason of or resulting from acts or omission of the Club or any of its agents, employees, patrons, or Renters in connection with use or occupancy of the Premises, including trademark, patent, and copyright infringement. In the event any suit or action is brought against the City, the Club, upon notice of the commencement thereof, shall defend the same, at no cost and expense to the City, and promptly satisfy any final judgment adverse to the City or to the City and the Club jointly.

The above liability shall not be diminished by the fact, if it be a fact, that any such death, injury, damage, loss, cost, or expense may have been, or may be alleged to have been, contributed to by the negligence of the City or its officers, employees, or agents; provided, however, that nothing contained in this section shall be construed as requiring the Club to indemnify the City against liability for damages arising out of bodily injury to

persons or damage to property caused by or resulting from the sole negligence of the City or its officers, employees, or agents. For purposes of this Agreement and for the benefit of the City only, the Club hereby waives its immunity under Title 51 RCW or other employee benefit act.

## XI. INSURANCE

The Club shall maintain continuously throughout the term of this Agreement, at no expense to the City, the insurance specified below:

- A. Commercial General Liability (CGL) insurance with a minimum limit of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage (CSL). Coverage shall include Stop Gap, Contractual and Host Liquor Liability insurance. For any event in which alcohol is sold, Liquor Liability insurance shall be in force with a minimum limit of liability shall be \$2,000,000 CSL. Liquor Liability insurance may be provided by the renter of the facility so long as it conforms to the requirements herein.

Such insurance shall include the City of Seattle as an additional insured for primary and non-contributory limits of liability.

- B. All Risks Property insurance on the building at 4103 Beacon Avenue South, Seattle, WA 98108, and on tenant improvements and personal property therein, all based on the current replacement value thereof.

Such insurance shall include the City of Seattle as an additional insured and loss payee with a waiver of subrogation and a mortgagee clause.

- C. CGL and Property insurance shall provide that the coverage shall not be canceled without at least thirty (30) days prior written notice, or ten (10) days prior written notice as respects cancellation for non-payment of premium (unless another notice period is required by RCW 48.18.290). Any such notice shall be sent to the City's address as set forth herein.

- D. Current evidence of insurance shall be maintained on file with the City at the City's address as set forth herein and shall consist of:

(1) As respects CGL insurance, a copy of the declarations page, schedule of forms and endorsements and blanket or designated additional insured policy or endorsement language.

(2) As respects Property insurance, an Acord Evidence of Property Insurance form describing the terms and conditions specified in paragraph B. above.

## XII. DAMAGE OR DESTRUCTION

If the Premises are damaged by fire or other casualty, the Club shall promptly commence such repairs as will restore the Premises, the tenant improvements and Personal Property therein to the condition immediately preceding the casualty as nearly as reasonably possible. Notwithstanding the foregoing, if (i) more than fifty percent (50%) of the

Premises are damaged as a result of the casualty; or (ii) repair and restoration cannot reasonably be completed within eighteen (18) months from the date of the casualty; or (iii) the casualty occurs during the final two (2) years of the Term; or (iv) the insurance proceeds plus the deductible and any funds contributed by the Club are insufficient to restore the Premises, then either the Club or the City may terminate this Agreement upon 30 days' written notice to other specifying the effective date of such termination.

From the date of the casualty through completion of repairs, the Use Fee shall be abated in the same proportion that the unusable portion bears to the whole of the Premises, as the City may reasonably determine, unless the Club's negligence or that of its agents, invitees, or guests, or the Club's breach of this Agreement caused or contributed to the casualty, in which event there shall be no abatement. The City shall not be liable to the Club for damages, compensation, or other sums for inconvenience, loss of business, or disruption resulting from any repairs to or restoration of any portion of the Premises.

### XIII. Nondiscrimination

The Club will comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, 20.42 and 20.45 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

### XIV. ASSIGNMENT AND SUBCONTRACTING

The Club shall not assign, transfer, convey, or encumber this Agreement or its rights hereunder or subcontract any interest herein without the Superintendent's prior written consent.

### XV. TERMINATION

DPR, by written notice, may terminate this Agreement, in whole or in part, for failure of the Club to perform any provision of this Agreement; and shall also have the option to terminate this Agreement for convenience without recourse to the City at any time upon thirty (30) days notice.

### XVI. AMENDMENTS

No alteration or modification of the terms hereof shall be valid unless made in writing and signed by an authorized representative of each of the parties hereto.

### XVII. BUSINESS ADDRESSES FOR NOTICES:

#### CLUB

Jefferson Park Lawn Bowling Club

4103 Beacon Avenue South

Seattle, WA 98108

Phone Number: 206-522-4840

CITY:

Magnuson Park & Business Resources

Parks Concession Coordinator

6310 N. E. 74<sup>th</sup> Street

Seattle, WA 98115

Phone Number: 206-684-8008

#### XVIII. EFFECTUATION OF AGREEMENT

This Agreement must be signed by The Club and returned to the City at the address set forth below, on or before thirty days from the date City Council approves legislation authorizing this Agreement. Both parties agree that a faxed copy of the complete Agreement and Authorized Signature of Club are valid. In order to be effective, this Agreement must also be signed by the Superintendent.

#### XIX. ACKNOWLEDGMENT OF NEGOTIATED AGREEMENT.

The parties to this Agreement acknowledge that it is a negotiated Agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by having their authorized representative(s) sign his/her/their name(s) in the spaces below:

CLUB: JEFFERSON PARK LAWN BOWLING CLUB

By: \_\_\_\_\_ Date: \_\_\_\_\_

Chuck Caddey, President

STATE OF WASHINGTON; COUNTY OF KING

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chuck Caddey to me known to be the person described in the above, who executed the foregoing Agreement, and acknowledged said Agreement to be the free



and voluntary act and deed of such Club for the uses and purposes therein mentioned, and on oath, stated that \_\_\_\_\_ was authorized to execute said Agreement for and on behalf of such Club.

GIVEN UNDER MY HAND AND SEAL the day and year first above written.

Signature \_\_\_\_\_

(Print or Type Name) \_\_\_\_\_

NOTARY PUBLIC in and for the State of Washington, Residing at \_\_\_\_\_

My appointment expires:

THE CITY OF SEATTLE

By: \_\_\_\_\_

Date: \_\_\_\_\_

Kenneth R. Bounds, Superintendent

Seattle Department of Parks and Recreation

STATE OF WASHINGTON; COUNTY OF KING

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kenneth R. Bounds to me known to be the Superintendent of Seattle Parks and Recreation, who executed the foregoing Agreement, and acknowledged said Agreement to be the free and voluntary act and deed of such Club for the uses and purposes therein mentioned, and on oath, stated that \_\_\_\_\_ was authorized to execute said Agreement for and on behalf of such Club.

GIVEN UNDER MY HAND AND SEAL the day and year first above written.

Signature \_\_\_\_\_

(Print or Type Name) \_\_\_\_\_

NOTARY PUBLIC in and for the State of Washington, Residing at \_\_\_\_\_

My appointment expires:

Exhibit A - Map of Premises

May 3, 2006

**Jefferson Park Lawn Bowling  
Map of Premises – Outlined in RED**

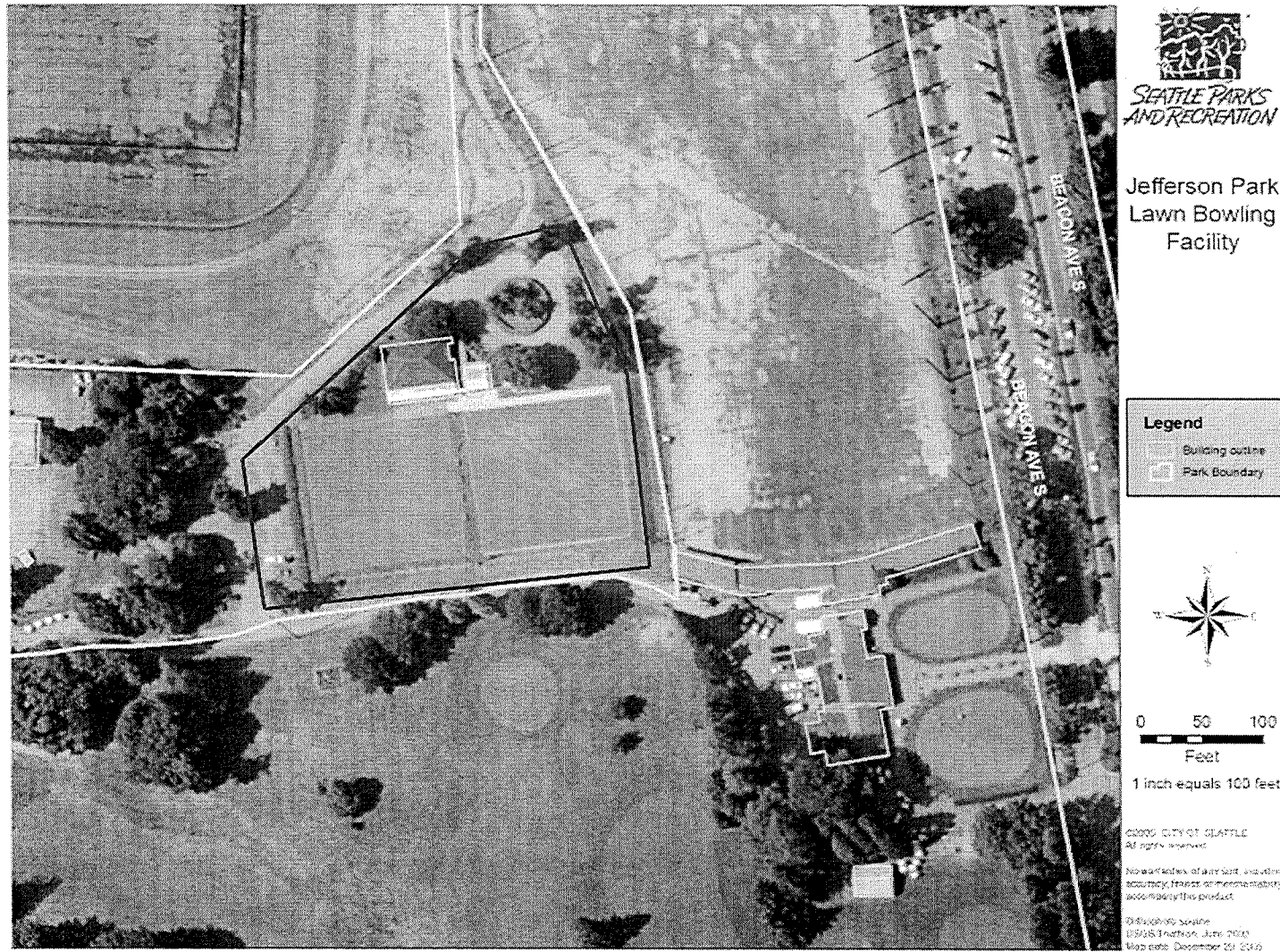


Exhibit A to Attachment 1 to DPR Jefferson Lawn Bowling Ordinance

**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>DOF Analyst/Phone:</b>
Parks and Recreation	Rita Hollomon/684-8008 Charles Ng/684-8001	Aaron Bert/684-5176

**Legislation Title:**

AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the Superintendent to enter into a management agreement with the Jefferson Park Lawn Bowling Club for the purpose of renting rooms and teaching lawn bowling to the public at the Department of Parks and Recreation's Jefferson Park Lawn Bowling facility.

• **Summary of the Legislation:**

The proposed legislation authorizes the Superintendent of Parks and Recreation to enter into a five and a half-year lease agreement with the Jefferson Park Lawn Bowling Club (Club). The proposed agreement includes an option to extend for another five years at the option of the Department of Parks and Recreation (DPR).

• **Background:**

Ordinance 116736, signed on June 9, 1993, authorized the Superintendent of Parks and Recreation to enter into an agreement with the Jefferson Park Lawn Bowling Club to operate the Jefferson Park Lawn Bowling facility. DPR has since been authorizing the Club to operate through a series of annual permits.

The City of Seattle (City) has a lawn bowling facility at Jefferson Park which provides a unique recreational activity for individuals and groups who are active in the art of lawn bowling. The objective and purpose of the Club is to promote the game of lawn bowling and foster sportsmanship. The City desires to maintain a stable lawn bowling program. It also hopes to expand the program and develop greater use of its facilities with all interested citizens by: promoting the facility through advertising on the website, offering free instruction to the public, and with the assistance of the Club, participating in local and national organized lawn bowling activity.

*Please check one of the following:*

☐ **This legislation does not have any financial implications.**

☒ **This legislation has financial implications.**

***Appropriations:***

Fund Name and Number	Department	Budget Control Level*	2006 Appropriation	2007 Anticipated Appropriation
N/A				
<b>TOTAL</b>				

**Notes:** There is no appropriation authority requested as a result of this legislation.

**Anticipated Revenue/Reimbursement: Resulting From This Legislation:**

Fund Name and Number	Department	Revenue Source	2006 Revenue	2007 Revenue
Parks and Recreation Fund (10200)	Parks and Recreation	Income from Concession Fee Payments	\$500.00 (1/2 year)	\$ 1,000.00
<b>TOTAL</b>			<b>\$ 500.00</b>	<b>\$ 1,000.00</b>

**Notes:** Historically, the Club has provided significant in-kind maintenance services and some level of capital investments to the facility, including building the shelter house and providing lawn bowling programs to the public. The Club will continue to provide such services and programs and operate the facility for us. Prior to this agreement, no payments were made to DPR, and as such no revenues were projected in the 2005 and 2006 Budget. However, this new agreement requires the Club to make a minimum payment of at least \$1,000 per year beginning July 1, 2006. The management use fee was negotiated with the Club and reflects the market rate for this type of service.

**Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE**

**Impact:**

Position Title and Department*	Fund Name	Fund Number	Part-Time/ Full Time	2006 Positions	2006 FTE	2007 Positions**	2007 FTE**
N/A							
<b>TOTAL</b>							

**Notes:** There is no staffing request as a result of this agreement.

• **Do positions sunset in the future?**

Not Applicable.

**Spending/Cash Flow:**

Fund Name and Number	Department	Budget Control Level*	2006 Expenditures	2007 Anticipated Expenditures
N/A				
<b>TOTAL</b>				

**Notes:** Not Applicable.

- **What is the financial cost of not implementing the legislation?**

The financial cost of not implementing the legislation would mean that DPR would forego at least \$1,000 per year of income and there would be a loss of lawn bowling programming services to the public at this facility. DPR would need to operate the facility and this program itself or contract out with another organization wanting to operate the site. The latter is very difficult since this is a very unique sport and there are few operators capable of providing this service.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**

DPR could operate the facility entirely with City staff. But the City lacks the expertise, capability, and funding to do this.

- **Is the legislation subject to public hearing requirements:**

No.

- **Other Issues:**

This legislation will enable DPR to continue to provide lawn bowling services at the facility, receive income, and support programs and services to the public.

**Please list attachments to the fiscal note below:**



Attachment 1

MANAGEMENT AGREEMENT BETWEEN  
SEATTLE PARKS AND RECREATION

AND

JEFFERSON PARK LAWN BOWLING CLUB

This Agreement is entered into by The City of Seattle ("City"), acting by and through the Superintendent of the Seattle Parks and Recreation Department or such official's designee ("Superintendent") and the Jefferson Park Lawn Bowling Club ("Club"), a non-profit Washington Corporation.

WHEREAS, Ordinance 97226, adopted in November 1968, authorized the Department of Parks and Recreation to accept a donation for a Jefferson Park lawn bowling facility and providing for the deposit thereof in the Park and Recreation Fund; and

WHEREAS, Ordinance 100066, adopted in July 1971, authorized a transfer of an amount in the Park and Recreation Fund contributed to the construction of a lawn bowling service building at Jefferson Park to the Park Acquisition and Development Fund as contemplated by Section 6 of King County Resolution 34571; and

WHEREAS, previous Ordinances 108899, 111263, 113249 and most recent Ordinance 116736, adopted in June 1993, all related to legislation which authorized the Department of Parks and Recreation to enter into and execute a long term agreement with the Jefferson Lawn Bowling Club for the use of the City's Jefferson Park Lawn Bowling facility; and

WHEREAS, the Department of Parks and Recreation desires to continue this relationship with the Jefferson Park Lawn Bowling Club to continue this Management and Use Agreement,

NOW, THEREFORE,

Witnesses that:

In consideration of the mutual covenants, contained herein, the City and Club hereto agree as follows:

I. TERM/PURPOSE

In order to further the vision of the Seattle Department of Parks and Recreation ("DPR") and in conjunction with the vision of the Jefferson Park Lawn Bowling Club, DPR enters into this Agreement with the Club for the purpose of providing lessons for the unique sport of lawn bowling, which the facility was specifically designed and built for. Lessons will be given to organizations and park patrons to develop, teach, and/or enjoy the lawn bowling experience in the park.

The City hereby grants the Club an Agreement to manage and operate DPR's Jefferson Park Lawn Bowling facility ("Premises") from July 1, 2006 to December 31, 2011 ("Term"), subject to all of the terms and conditions hereof. DPR has the option of extending this agreement for an additional five years at the discretion of the Superintendent.

The Club may permit use of the Premises on a short-term basis to organizations and individuals, or other clients (hereinafter called "Renters").

The rights and privileges for the term specified are given in exchange for the Club's payment to DPR of specified fees, the provision of certain services to the public for the City, and the performance of maintenance to the Premises, all in accordance with the terms of this Agreement.

A. Staff

The Club shall provide qualified personnel or assign volunteers in sufficient numbers to meet the program staffing needs. The Club shall review the conduct of any of its employees whose activities may be inconsistent with the proper administration of the Premises and take such action as is necessary to fully correct the situation. The Club shall engage a licensed agency or company to perform background checks of all staff it intends to work with youth under 18, before they are hired. The Club shall provide DPR with a written listing of the names and addresses of the members of its Board of Trustees and staff at the beginning of each calendar year, and notify DPR of changes throughout the year.

B. Board Attendance

DPR shall be entitled to designate one person who may, upon request of either DPR or the Club, attend meetings of the Club's Board of Trustees, including subcommittee meetings.

II. USE FEE.

The Club shall make a minimum quarterly payment to DPR that is the greater of (either) \$250.00 or the rental fees as follows:

- 1.) 25% of all rental sales without lawn bowling lessons
- 2.) 10 % of all rental sales with lawn bowling lessons.

III. PREMISES DESCRIPTION:

Part of SW1/4 of Section 16, Township 24 North, Range 4 East lying westerly of Beacon Avenue South, easterly of Beacon Reservoir and northerly of northerly margin of easterly production of South Dakota Street, the location of which is shown in Exhibit A—"Map of Premises."

#### IV. MARKETING/FINANCE/RECORDS MANAGEMENT

A. The Club will market and process all facility rental requests. This includes handling and responding to all calls and written requests, booking the dates, providing the staffing to set up and supervise these events as appropriate, and ensuring the facility is returned to an acceptable condition.

The Club will charge rental fees mutually agreed upon by DPR and the Club. When alcohol will be served at a rental event, the Club will inform DPR staff at (206) 615-0140 (or such other person as may be designated by DPR) who will facilitate the review and approval of the request. The Club will also obtain the necessary permits and additional insurance requirements associated with alcohol being served. The Club will collect rental fees, maintain a tracking system for these funds, and make payments to DPR.

B. The Club shall maintain books, records, documents, and other evidence of accounting procedures and practices, including a statement of income and expenses for the recent calendar year, which sufficiently and properly reflect all direct and indirect costs of any nature expended and revenues received in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit in King County by personnel duly authorized by DPR, City, the Office of the State Auditor, and other officials so authorized by law, rule, regulation, or contract.

C. By January 31st of each year during the Term, the Club shall provide the Department with a written report detailing the number of free lawn bowling lessons provided to the public, including class attendance sizes, a detailed description of the routine maintenance performed at the building and the bowling greens, and other public benefits provided for the immediately preceding fiscal year ending December 31st.

D. Each quarter of each year during the Term, the Club shall provide DPR with a written report, on a form provided by DPR, detailing the number of rentals, types of rentals, and revenues from these rentals.

#### V. TIME AND PLACE OF PAYMENTS

A. Due Dates. Payment of fees to the City shall be made each quarter according to the following schedule:

Use Period: January 1 <sup>st</sup> – March 31 <sup>st</sup>	Due Date: April 15 <sup>th</sup>
Use Period: April 1 <sup>st</sup> - June 30 <sup>th</sup>	Due Date: July 15 <sup>th</sup>
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B. Place of Payment. All payments shall be delivered to:

Seattle Department of Parks and Recreation

Magnuson Park and Business Resources

Business Resources Manager

6310 N. E. 74th Street #109E

Seattle, Washington, 98115

Or to such other address as the Superintendent shall specify by notice to the Club.

C. Delinquencies. All sums due and owing to DPR shall be delinquent if not paid on or before the fifth (5th) day after the date due. In the event of any delinquency, the Club shall also pay DPR a service charge of Twenty Dollars (\$20.00) per month, or such larger sum as may be established by ordinance, for each month the delinquency continues. If any payment due hereunder is not paid within thirty (30) days after the due date, interest of one (1%) percent per month of the amount due accruable immediately after the due date shall be added to the payment and the total sum shall become immediately due and payable, in accordance with Ordinance 117969.

D. Returned Check, Insufficient Funds. If any payment or check for payment is returned for insufficient funds, the Club shall owe as an administrative charge an additional \$20.00, or such larger sum as may be established by ordinance.

#### VI. USE OF PREMISES BY DPR AND THE CLUB

Throughout the term of this Agreement and upon not more than forty-eight (48) hours' notice, either party shall have the right to schedule and use for its own purposes, without a fee being assessed, any room in the Premises not already rented to a third party.

#### VII. UTILITIES, CUSTODIAL SERVICES AND MAINTENANCE

A. Utilities. The electrical costs shall be equally shared between DPR and the Club. The Club shall pay all telephone and communication costs. DPR shall pay for all other utilities furnished to the Premises.

B. Custodial Services. The Club shall be responsible for custodial services to the building and grounds of the Premises each day the Premises are used. Custodial services shall include recycling, picking up trash and depositing the same in proper receptacles located on the Premises.

C. Maintenance. DPR shall be responsible for all major structural maintenance and preventive maintenance to the Lawn Bowling Facility building. The Club shall be responsible for minor repairs and maintenance including all lights and the ground areas of the building Premises and maintenance of the Bowling Greens.

## VIII. SERVICES PROVIDED TO PUBLIC

A. Hours of Use: The Club shall keep the Premises open during the period 10:00 a.m. to 3:30 p.m. daily during the term of this Agreement, weather permitting. The Club may change the hours specified herein with the prior approval of the Superintendent. Further, subject to the approval of the Superintendent, during the times herein provided for, the Club may close the Premises or any portion thereof for a reasonable period, provided that a written notice of such impending closure is posted in a conspicuous place on the Premises at least one week immediately prior to the closure date. DPR reserves and retains the right to close the Premises for its convenience upon a written notice of not less than seven (7) days or in case of emergency without notice of any kind.

B. Promotion of the Sport of Lawn Bowling:

(1) Promotional Days

The Club shall promote the use of the Premises by the means of at least two (2) promotional days during each year of this Agreement.

Promotional days shall mean days scheduled for Premises use by the Club on which a fee shall not be charged other Users thereof, and days on which the Club shall not exclude "non-club" members from the Premises. The Club shall submit to DPR a Schedule of Promotional Days, which shall not be more than four (4) days.

(2) Rules and Regulations for Play

Rules and Regulations for Play will be on file with DPR and posted at the Club as to be easily viewed by all users.

(3) Instruction Program

The Club shall provide lawn bowling instructors for lawn bowling instruction classes that will be organized and scheduled by the Club. The number of classes organized and the scheduling of those classes will be mutually agreed upon by the Club and DPR.

(4) Publicity/Advertisement

The Club shall, through publicity and advertisement, actively make known the availability of the Lawn Bowling Facility, including promotional days and instructional classes. All publicity and advertisement shall indicate that the facility is a Seattle Department of Parks and Recreation facility. DPR shall



publish and advertise availability in its literature, at its own discretion and without limitation.

(5) Low Income

The Club shall allow periodic free play of at least six (6) days during the year for those who can demonstrate that they are not capable of paying the fee, but are nonetheless desirous of play.

(6) Spectators

The Club shall make every reasonable effort to provide the general public with the opportunity to view tournaments and games in a quiet and non-disruptive manner.

IX. COMPLIANCE WITH LAWS:

The Club shall use the Premises in compliance with all applicable laws, ordinances, rules, regulations and directions of the City, the State of Washington, the United States of America, DPR, agencies, officials, and employees thereof.

A. Equality of Treatment.

The Club shall conduct its business in a manner that assures fair, equal, and nondiscriminatory treatment at all times, in all respects, to all persons in accordance with all applicable laws, ordinances, resolutions, rules, and regulations. Any failure to comply with this provision shall be a material breach of this Agreement.

X. INDEMNIFICATION

The Club shall indemnify and hold the City harmless from any and all losses, claims, actions, or damages suffered by any person or entity by reason of or resulting from acts or omission of the Club or any of its agents, employees, patrons, or Renters in connection with use or occupancy of the Premises, including trademark, patent, and copyright infringement. In the event any suit or action is brought against the City, the Club, upon notice of the commencement thereof, shall defend the same, at no cost and expense to the City, and promptly satisfy any final judgment adverse to the City or to the City and the Club jointly.

The above liability shall not be diminished by the fact, if it be a fact, that any such death, injury, damage, loss, cost, or expense may have been, or may be alleged to have been, contributed to by the negligence of the City or its officers, employees, or agents; provided, however, that nothing contained in this section shall be construed as requiring the Club to indemnify the City against liability for damages arising out of bodily injury to

persons or damage to property caused by or resulting from the sole negligence of the City or its officers, employees, or agents. For purposes of this Agreement and for the benefit of the City only, the Club hereby waives its immunity under Title 51 RCW or other employee benefit act.

## XI. INSURANCE

The Club shall maintain continuously throughout the term of this Agreement, at no expense to the City, the insurance specified below:

- A. Commercial General Liability (CGL) insurance with a minimum limit of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage (CSL). Coverage shall include Stop Gap, Contractual and Host Liquor Liability insurance. For any event in which alcohol is sold, Liquor Liability insurance shall be in force with a minimum limit of liability shall be \$2,000,000 CSL. Liquor Liability insurance may be provided by the renter of the facility so long as it conforms to the requirements herein.

Such insurance shall include the City of Seattle as an additional insured for primary and non-contributory limits of liability.

- B. All Risks Property insurance on the building at 4103 Beacon Avenue South, Seattle, WA 98108, and on tenant improvements and personal property therein, all based on the current replacement value thereof.

Such insurance shall include the City of Seattle as an additional insured and loss payee with a waiver of subrogation and a mortgagee clause.

- C. CGL and Property insurance shall provide that the coverage shall not be canceled without at least thirty (30) days prior written notice, or ten (10) days prior written notice as respects cancellation for non-payment of premium (unless another notice period is required by RCW 48.18.290). Any such notice shall be sent to the City's address as set forth herein.

- D. Current evidence of insurance shall be maintained on file with the City at the City's address as set forth herein and shall consist of:

(1) As respects CGL insurance, a copy of the declarations page, schedule of forms and endorsements and blanket or designated additional insured policy or endorsement language.

(2) As respects Property insurance, an Acord Evidence of Property Insurance form describing the terms and conditions specified in paragraph B. above.

## XII. DAMAGE OR DESTRUCTION

If the Premises are damaged by fire or other casualty, the Club shall promptly commence such repairs as will restore the Premises, the tenant improvements and Personal Property therein to the condition immediately preceding the casualty as nearly as reasonably possible. Notwithstanding the foregoing, if (i) more than fifty percent (50%) of the

Premises are damaged as a result of the casualty; or (ii) repair and restoration cannot reasonably be completed within eighteen (18) months from the date of the casualty; or (iii) the casualty occurs during the final two (2) years of the Term; or (iv) the insurance proceeds plus the deductible and any funds contributed by the Club are insufficient to restore the Premises, then either the Club or the City may terminate this Agreement upon 30 days' written notice to other specifying the effective date of such termination.

From the date of the casualty through completion of repairs, the Use Fee shall be abated in the same proportion that the unusable portion bears to the whole of the Premises, as the City may reasonably determine, unless the Club's negligence or that of its agents, invitees, or guests, or the Club's breach of this Agreement caused or contributed to the casualty, in which event there shall be no abatement. The City shall not be liable to the Club for damages, compensation, or other sums for inconvenience, loss of business, or disruption resulting from any repairs to or restoration of any portion of the Premises.

### XIII. Nondiscrimination

The Club will comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, 20.42 and 20.45 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

### XIV. ASSIGNMENT AND SUBCONTRACTING

The Club shall not assign, transfer, convey, or encumber this Agreement or its rights hereunder or subcontract any interest herein without the Superintendent's prior written consent.

### XV. TERMINATION

DPR, by written notice, may terminate this Agreement, in whole or in part, for failure of the Club to perform any provision of this Agreement; and shall also have the option to terminate this Agreement for convenience without recourse to the City at any time upon thirty (30) days notice.

### XVI. AMENDMENTS

No alteration or modification of the terms hereof shall be valid unless made in writing and signed by an authorized representative of each of the parties hereto.

### XVII. BUSINESS ADDRESSES FOR NOTICES:

#### CLUB

Jefferson Park Lawn Bowling Club

4103 Beacon Avenue South

Seattle, WA 98108

Phone Number: 206-522-4840

CITY:

Magnuson Park & Business Resources

Parks Concession Coordinator

6310 N. E. 74<sup>th</sup> Street

Seattle, WA 98115

Phone Number: 206-684-8008

#### XVIII. EFFECTUATION OF AGREEMENT

This Agreement must be signed by The Club and returned to the City at the address set forth below, on or before thirty days from the date City Council approves legislation authorizing this Agreement. Both parties agree that a faxed copy of the complete Agreement and Authorized Signature of Club are valid. In order to be effective, this Agreement must also be signed by the Superintendent.

#### XIX. ACKNOWLEDGMENT OF NEGOTIATED AGREEMENT.

The parties to this Agreement acknowledge that it is a negotiated Agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by having their authorized representative(s) sign his/her/their name(s) in the spaces below:

CLUB: JEFFERSON PARK LAWN BOWLING CLUB

By: \_\_\_\_\_

Date: \_\_\_\_\_

Chuck Caddey, President

STATE OF WASHINGTON; COUNTY OF KING

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chuck Caddey to me known to be the person described in the above, who executed the foregoing Agreement, and acknowledged said Agreement to be the free

and voluntary act and deed of such Club for the uses and purposes therein mentioned, and on oath, stated that \_\_\_\_\_ was authorized to execute said Agreement for and on behalf of such Club.

GIVEN UNDER MY HAND AND SEAL the day and year first above written.

Signature \_\_\_\_\_

(Print or Type Name) \_\_\_\_\_

NOTARY PUBLIC in and for the State of Washington, Residing at \_\_\_\_\_

My appointment expires:

THE CITY OF SEATTLE

By: \_\_\_\_\_

Date: \_\_\_\_\_

Kenneth R. Bounds, Superintendent

Seattle Department of Parks and Recreation

STATE OF WASHINGTON; COUNTY OF KING

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kenneth R. Bounds to me known to be the Superintendent of Seattle Parks and Recreation, who executed the foregoing Agreement, and acknowledged said Agreement to be the free and voluntary act and deed of such Club for the uses and purposes therein mentioned, and on oath, stated that \_\_\_\_\_ was authorized to execute said Agreement for and on behalf of such Club.

GIVEN UNDER MY HAND AND SEAL the day and year first above written.

Signature \_\_\_\_\_

(Print or Type Name) \_\_\_\_\_

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My appointment expires:

Exhibit A - Map of Premises



Attachment 1

MANAGEMENT AGREEMENT BETWEEN  
SEATTLE PARKS AND RECREATION

AND

JEFFERSON PARK LAWN BOWLING CLUB

This Agreement is entered into by The City of Seattle ("City"), acting by and through the Superintendent of the Seattle Parks and Recreation Department or such official's designee ("Superintendent") and the Jefferson Park Lawn Bowling Club ("Club"), a non-profit Washington Corporation.

WHEREAS, Ordinance 97226, adopted in November 1968, authorized the Department of Parks and Recreation to accept a donation for a Jefferson Park lawn bowling facility and providing for the deposit thereof in the Park and Recreation Fund; and

WHEREAS, Ordinance 100066, adopted in July 1971 authorized a transfer of an amount in the Park and Recreation Fund contributed to the construction of a lawn bowling service building at Jefferson Park to the Park Acquisition and Development Fund as contemplated by Section 6 of King County Resolution 34571; and

WHEREAS, previous Ordinances 108899, 111263, 113249 and most recent Ordinance 116736, adopted in June 1993, all related to legislation which authorized the Department of Parks and Recreation to enter into and execute a long term agreement with the Jefferson Lawn Bowling Club for the use of the City's Jefferson Park Lawn Bowling facility; and

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Witnesses that:

In consideration of the mutual covenants, contained herein, the City and Club hereto agree as follows:

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Seattle, Washington, 98115

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B. Promotion of the Sport of Lawn Bowling:

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The Club shall promote the use of the Premises by the means of at least two (2) promotional days during each year of this Agreement.

Promotional days shall mean days scheduled for Premises use by the Club on which a fee shall not be charged other Users thereof, and days on which the Club shall not exclude "non-club" members from the Premises. The Club shall submit to DPR a Schedule of Promotional Days, which shall not be more than four (4) days.

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publish and advertise availability in its literature, at its own discretion and without limitation.

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The above liability shall not be diminished by the fact, if it be a fact, that any such death, injury, damage, loss, cost, or expense may have been, or may be alleged to have been, contributed to by the negligence of the City or its officers, employees, or agents; provided, however, that nothing contained in this section shall be construed as requiring the Club to indemnify the City against liability for damages arising out of bodily injury to

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## XI. INSURANCE

The Club shall maintain continuously throughout the term of this Agreement, at no expense to the City, the insurance specified below:

- A. Commercial General Liability (CGL) insurance with a minimum limit of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage (CSL). Coverage shall include Stop Gap, Contractual and Host Liquor Liability insurance. For any event in which alcohol is sold, Liquor Liability insurance shall be in force with a minimum limit of liability shall be \$2,000,000 CSL. Liquor Liability insurance may be provided by the renter of the facility so long as it conforms to the requirements herein.

Such insurance shall include the City of Seattle as an additional insured for primary and non-contributory limits of liability.

- B. All Risks Property insurance on the building at 4103 Beacon Avenue South, Seattle, WA 98108, and on tenant improvements and personal property therein, all based on the current replacement value thereof.

Such insurance shall include the City of Seattle as an additional insured and loss payee with a waiver of subrogation and a mortgagee clause.

- C. CGL and Property insurance shall provide that the coverage shall not be canceled without at least thirty (30) days prior written notice, or ten (10) days prior written notice as respects cancellation for non-payment of premium (unless another notice period is required by RCW 48.18.290). Any such notice shall be sent to the City's address as set forth herein.

- D. Current evidence of insurance shall be maintained on file with the City at the City's address as set forth herein and shall consist of:

(1) As respects CGL insurance, a copy of the declarations page, schedule of forms and endorsements and blanket or designated additional insured policy or endorsement language.

(2) As respects Property insurance, an Acord Evidence of Property Insurance form describing the terms and conditions specified in paragraph B. above.

## XII. DAMAGE OR DESTRUCTION

If the Premises are damaged by fire or other casualty, the Club shall promptly commence such repairs as will restore the Premises, the tenant improvements and Personal Property therein to the condition immediately preceding the casualty as nearly as reasonably possible. Notwithstanding the foregoing, if (i) more than fifty percent (50%) of the



Premises are damaged as a result of the casualty; or (ii) repair and restoration cannot reasonably be completed within eighteen (18) months from the date of the casualty; or (iii) the casualty occurs during the final two (2) years of the Term; or (iv) the insurance proceeds plus the deductible and any funds contributed by the Club are insufficient to restore the Premises, then either the Club or the City may terminate this Agreement upon 30 days' written notice to other specifying the effective date of such termination.

From the date of the casualty through completion of repairs, the Use Fee shall be abated in the same proportion that the unusable portion bears to the whole of the Premises, as the City may reasonably determine, unless the Club's negligence or that of its agents, invitees, or guests, or the Club's breach of this Agreement caused or contributed to the casualty, in which event there shall be no abatement. The City shall not be liable to the Club for damages, compensation, or other sums for inconvenience, loss of business, or disruption resulting from any repairs to or restoration of any portion of the Premises.

### XIII. NONDISCRIMINATION

The Club will comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

### XIV. ASSIGNMENT AND SUBCONTRACTING

The Club shall not assign, transfer, convey, or encumber this Agreement or its rights hereunder or subcontract any interest herein without the Superintendent's prior written consent.

### XV. TERMINATION

DPR, by written notice, may terminate this Agreement, in whole or in part, for failure of the Club to perform any provision of this Agreement; and shall also have the option to terminate this Agreement for convenience without recourse to the City at any time upon thirty (30) days notice.

### XVI. AMENDMENTS

No alteration or modification of the terms hereof shall be valid unless made in writing and signed by an authorized representative of each of the parties hereto.

### XVII. BUSINESS ADDRESSES FOR NOTICES:

#### CLUB

Jefferson Park Lawn Bowling Club

4103 Beacon Avenue South



Seattle, WA 98108

Phone Number: 206-522-4840

CITY:

Magnuson Park & Business Resources

Parks Concession Coordinator

6310 N. E. 74<sup>th</sup> Street

Seattle, WA 98115

Phone Number: 206-684-8008

#### XVIII. EFFECTUATION OF AGREEMENT

This Agreement must be signed by The Club and returned to the City at the address set forth below, on or before thirty days from the date City Council approves legislation authorizing this Agreement. Both parties agree that a faxed copy of the complete Agreement and Authorized Signature of Club are valid. In order to be effective, this Agreement must also be signed by the Superintendent.

#### XIX. ACKNOWLEDGMENT OF NEGOTIATED AGREEMENT.

The parties to this Agreement acknowledge that it is a negotiated Agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by having their authorized representative(s) sign his/her/their name(s) in the spaces below:

CLUB: JEFFERSON PARK LAWN BOWLING CLUB

By: \_\_\_\_\_

Date: \_\_\_\_\_

Chuck Caddey, President

STATE OF WASHINGTON; COUNTY OF KING

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chuck Caddey to me known to be the person described in the above, who executed the foregoing Agreement, and acknowledged said Agreement to be the free



and voluntary act and deed of such Club for the uses and purposes therein mentioned, and on oath, stated that \_\_\_\_\_ was authorized to execute said Agreement for and on behalf of such Club.

GIVEN UNDER MY HAND AND SEAL the day and year first above written.

Signature \_\_\_\_\_

(Print or Type Name) \_\_\_\_\_

NOTARY PUBLIC in and for the State of Washington, Residing at \_\_\_\_\_

My appointment expires:

THE CITY OF SEATTLE

By: \_\_\_\_\_

Date: \_\_\_\_\_

Kenneth R. Bounds, Superintendent

Seattle Department of Parks and Recreation

STATE OF WASHINGTON; COUNTY OF KING

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kenneth R. Bounds to me known to be the Superintendent of Seattle Parks and Recreation, who executed the foregoing Agreement, and acknowledged said Agreement to be the free and voluntary act and deed of such Club for the uses and purposes therein mentioned, and on oath, stated that \_\_\_\_\_ was authorized to execute said Agreement for and on behalf of such Club.

GIVEN UNDER MY HAND AND SEAL the day and year first above written.

Signature \_\_\_\_\_

(Print or Type Name) \_\_\_\_\_

NOTARY PUBLIC in and for the State of Washington, Residing at \_\_\_\_\_

My appointment expires:

Exhibit A - Map of Premises



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**STATE OF WASHINGTON – KING COUNTY**

--SS.

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198570  
CITY OF SEATTLE, CLERKS OFFICE

No. 122105-122099

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

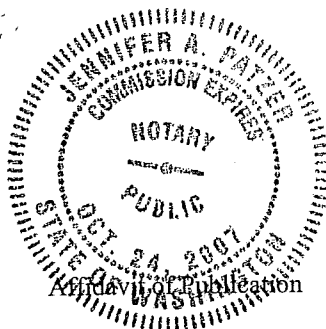
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:TITLE ONLY ORDINANCE

was published on

05/22/06

The amount of the fee charged for the foregoing publication is the sum of \$ 103.50, which amount has been paid in full.



*[Signature]*  
Subscribed and sworn to before me on  
05/22/06 *[Signature]*  
Notary public for the State of Washington,  
residing in Seattle

# State of Washington, King County

## City of Seattle

### TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on May 8, 2006, and published here by title only, will be mailed, at no cost, on request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

#### ORDINANCE NO. 122105

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

#### ORDINANCE NO. 122104

AN ORDINANCE relating to Shelter and Transitional Housing Services; eliminating the appropriation in the Reserve for Shelter and Transitional Housing Services RFP in the 2006 Finance General budget; reappropriating that amount in the 2006 budget of the Human Services Department; and making a corresponding cash transfer.

#### ORDINANCE NO. 122103

AN ORDINANCE relating to the transfer of City real property; authorizing the transfer of 910 26th Avenue South to Habitat for Humanity of Seattle/South King County or its designee; authorizing the Director of the Office of Housing to execute, deliver, and administer the contract for transfer of land, deed and related documents; and ratifying and confirming prior acts.

#### ORDINANCE NO. 122102

AN ORDINANCE relating to the transfer of City real property; authorizing the transfer of 918 26th Avenue South to Habitat for Humanity of Seattle/South King County or its designee; authorizing the Director of the Office of Housing to execute, deliver, and administer the contract for transfer of land, deed and related documents; and ratifying and confirming prior acts.

#### ORDINANCE NO. 122101

AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the Superintendent to enter into an agreement with Pratt Fine Arts Center for use of the Department's Pratt Fine Arts

Studio to provide arts education, programming, and services.

#### ORDINANCE NO. 122100

AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the Superintendent to enter into a management agreement with the Jefferson Park Lawn Bowling Club for the purpose of renting rooms and teaching lawn bowling to the public at the Department of Parks and Recreation's Jefferson Park Lawn Bowling facility.

#### ORDINANCE NO. 122099

AN ORDINANCE relating to the sale of City real property for multifamily development; authorizing the sale of Dearborn-Hiawatha Parcel 2 a & b in the I-90 Redevelopment Project area at Hiawatha Place South and South Charles Street to HomeSight or its designee; authorizing the Director of the Office of Housing to execute, deliver, and administer the contract for sale of land, deed and related documents; and ratifying and confirming prior acts.

Date of publication in the Seattle Daily Journal of Commerce, May 22, 2006.

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