

12/1/85

INTRODUCED BY GARY GRANT
PROPOSED NO. 85-666

7468
ORDINANCE NO. _____

AN ORDINANCE relating to the Use Agreement between King County and the Seattle Mariners, authorizing the King County executive to enter into a supplemental agreement necessary to effectuate certain amendments to the Use Agreement.

PREAMBLE:

By Ordinance No. 7363, the King County Council approved the amendment of King County's Use Agreement with the Seattle Mariners. One of the amendments, which have been signed by the Seattle Mariners and the King County executive, calls for admissions tax relief or equivalent alternative benefits to be provided to the Mariners by the City of Seattle. The City of Seattle has agreed to provide such benefits in the form of payments to King County. The Supplement to Agreement to Amend Use Agreement and Settle Claims, which is subject of this ordinance, provides for payment of those benefits by King County to the Mariners.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive is authorized to execute the Supplement to Agreement to Amend Use Agreement and Settle Claims between King County and the Seattle Mariners, a copy of which is attached hereto.

INTRODUCED AND READ for the first time this 16th day of December, 1985.

PASSED this 6th day of January, 1986.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Audrey Greger
Chairman

ATTEST:

Janeth M. Owens
Clerk of the Council

APPROVED this 7th day of January, 1986.

[Signature]
King County Executive

**SUPPLEMENT TO AGREEMENT
TO AMEND USE AGREEMENT
AND SETTLE CLAIMS**

This Supplement to Agreement ("Supplement"), made and entered into this ____ day of November, 1985, by and between King County, Washington (the "County"), and Seattle Mariners, a limited partnership and successor to the Seattle Baseball Club (the "Club"), supplements that certain Agreement to Amend Use Agreement and Settle Claims (the "Amended Use Agreement") entered into on October 24, 1985.

RECITALS

WHEREAS, the City of Seattle (the "City") has enacted its Ordinance No. 112521; and

WHEREAS, the said City Ordinance provides for the entry of an interlocal agreement between the City and the County (the "Interlocal Agreement") under which certain payments will be made by the City to the County in recognition of the additional burdens assumed by the County under the Amended Use Agreement; and

WHEREAS, the Club has agreed that the said payments to be made by the City, if paid by the County to the Club, would constitute benefits comparable to the "Admissions Tax Relief" referred to in Section 17.4 of the Amended

Use Agreement, and has approved the Interlocal Agreement;
and

WHEREAS, the parties desire by this Supplement to the Amended Use Agreement to provide for the delivery by the County to the Club, for the purpose of assisting in the retention of major league baseball for the County and the community, of benefits equal to those to be provided by the City to the County under the Interlocal Agreement;
and

WHEREAS, the Interlocal Agreement calls for the Club to provide certain benefits to the City; and

WHEREAS, the Interlocal Agreement has been executed by the City and the King County Council has approved the Interlocal Agreement and authorized the County Executive to execute it in behalf of the County;

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, the parties do hereby mutually agree as follows:

1. No later than ten (10) working days after receipt by the County of payments hereafter made by the City to the County under Section III of the Interlocal Agreement, the County shall pay to the Club amounts equal to the full amounts so paid by the City to the County. Payments hereunder by the County to the Club shall be deemed to be a

partial refund of revenues paid or to be paid by the Club to the County under the Amended Use Agreement.

2. If the City fails timely to make any payments due to the County under Section III of the Interlocal Agreement, the County shall, in consultation with the Club, pursue the collection thereof and shall if necessary invoke the arbitration procedure provided for in Section VI of the Interlocal Agreement. The parties hereto shall apply for the inclusion of the Mariners as an additional party in any such arbitration under the Interlocal Agreement, and if such application is granted the issues as between the County and the Mariners, as well as those between the County and the City, will be resolved therein. If the application is not granted, and the Mariners are not made a party at the County-City arbitration, then any disputes between the parties hereto relating to their performance or non-performance under this Supplement shall be resolved by a County-Mariners arbitration panel to be constituted as provided in Paragraph 16.3(j) of the Amended Use Agreement. The word "arbitration" as used in the remainder of this paragraph shall mean either a County-City arbitration in which the Mariners are an additional party or, if that cannot be achieved, a separate County-Mariners arbitration, as described above. If it is determined at arbitration

that the City's failure timely to make any payments due to the County under said Section III was caused by the County's failure to perform any of its obligations under the terms of the Interlocal Agreement, and such payments cannot be recovered from the City through the arbitration, the County shall pay to the Club such amounts that the City would have paid to the County but for such failure by the County. If it is determined at arbitration that such failure by the City timely to make any payments due to the County under said Section III was due to the failure of the Club to perform any of its obligations hereunder, the County shall be excused from making payments to the Club or pursuing the collection of payments from the City until the Club shall have remedied its failure.

3. The Club shall provide to the City those benefits which are to be provided by the Mariners under Section IV of the Interlocal Agreement. The arrangements for the providing of such benefits shall be made by the Club directly with the City, but the County shall cooperate with the Club when required (e.g., agreement between the City and the County with respect to valuations). It is understood that the Club shall have no obligations with respect to the costs of providing game day traffic enforcement services.

4. The County agrees that it will not agree to or

cause the termination, amendment or modification of the Interlocal Agreement without the advance express written approval of the Club, which approval will not unreasonably be withheld.

5. The parties agree that the provisions regarding agreement by the City set forth in Section 17.4 of the Amended Use Agreement have been satisfied.

IN WITNESS WHEREOF, the parties have caused this Supplement to be executed this ____ day of November, 1985.

KING COUNTY, WASHINGTON

SEATTLE MARINERS
By Seattle Mariners
Management Corporation

By _____
Randy Revelle
King County Executive

By _____
George L. Argyros
President and
General Partner

Approved as to Form:

RICHARD H. HOLMQUIST
Chief Civil Deputy
Prosecuting Attorney

[Acknowledgments]

S27