

September 19, 1994

Introduced By: Derdowski

conc-sub/sdw

Proposed No.: 94-491

ORDINANCE NO. **11524**

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AN ORDINANCE relating to concession contracts for the use of county park property by private non-profit groups for recreation programs; adding a new Chapter to K.C.C. and amending Ordinance 4233 and K.C.C. 4.56.150.

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FINDINGS OF FACT:

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1. King County has an interest in ensuring that public recreational facilities be appropriately developed, maintained and managed with the least expenditure of scarce public funds and that these facilities be utilized by the public to the maximum extent possible.

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2. In some cases, it is in the public's interest for private non-profit organizations to be allowed to develop, operate, manage, and maintain public recreational facilities and programs on county park property so long as the activity is consistent with the purposes for which the property was acquired and with the county's comprehensive parks, recreation and open space plan.

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3. King County has an interest in entering into concession contracts with private non-profit groups to use county park property for the express purpose of developing, operating, managing, and maintaining public recreational facilities and programs.

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4. In recognition of a private non-profit organizations 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 long term concession contracts, but not to exceed a term of 35 years.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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NEW SECTION, SECTION 1. A new Chapter is hereby added to

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K.C.C. to read as follows:

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Concession contracts for recreational facilities.

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Authorization to negotiate and enter into contracts,

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general authority. The county executive or the director of

1 the department of parks, planning and resources, if
2 designated by the county executive, is authorized on behalf
3 of the county to negotiate and enter into concession
4 contracts with private non-profit organizations for the
5 express purpose of utilizing existing county park facilities
6 to provide recreational opportunities to the public. The
7 private non-profit organization will have the primary
8 responsibility for operating, managing, and maintaining the
9 facility during the term of the contract.

10 Terms of contract. a. The county may enter into a
11 concession contract under this chapter for a term not to
12 exceed 35 years. The county council must approve any
13 contract which exceeds a term of one year.

14 b. The county shall establish a contract fee based on a
15 percentage ranging from 10 to 20 percent of the revenue
16 generated by the concessionaire from recreation user fees,
17 admission fees, sales of goods and services, and other
18 revenue sources directly related to the use of the subject
19 property; provided, however that the contract fee may be
20 reduced to reflect the expenditure by the concessionaire of
21 capital improvements. In addition, the concessionaire may
22 receive credit for the provision of recreational program
23 scholarships to qualified participants and the sponsorship of
24 programs and events on the premises for developmentally
25 disabled or challenged athletes.

26 Maintenance and Capital Improvements. The
27 concessionaire shall be responsible for all ordinary and
28 routine maintenance of the facility during the term of the
29 contract. Concession contracts authorized under this chapter
30 which exceed a term of 1 years, must include a minimum one
31 year maintenance and improvement schedule detailing the cost
32 and schedule for maintaining the facility. These schedules
33 must be updated and submitted annually for county review and

1 approval. In addition, for concession contracts which exceed
2 a term of 2 years, the county and the concessionaire shall
3 agree to a cost and timing schedule of capital improvements
4 which will be funded and implemented by the concessionaire
5 during the term of the contract. The Concessionaire shall
6 make no alterations or improvements to or upon the premises
7 beyond what has been established in the approved maintenance
8 and capital improvement agreements, without first obtaining
9 written approval from King County.

10 Compliance with laws and regulations. In using the
11 premises, the concessionaire shall comply with all applicable
12 laws, ordinances and regulations, from any and all
13 authorities having jurisdiction. The concessionaire shall
14 agree to comply and pay for all costs associated with
15 achieving such compliance.

16 Prices and fees. The fees charged by the concessionaire
17 for recreation programs and for admission charges to
18 recreational events shall at all times be subject to county
19 approval and shall not exceed prices and fees generally
20 current for similar activities in King County, with
21 consideration given to the level of maintenance provided by
22 the concessionaire to the site.

23 Public use of facility. The concession contract should
24 provide access to the facility for public programs and
25 events. King County or other public entity must provide
26 reasonable advance notice to the concessionaire of their
27 intent to use the facility for public-sponsored programs or
28 events. These public programs and events should be scheduled
29 enough in advance so as to not interfere with programs which
30 have been established by the concessionaire and advertised to
31 the public as part of the advance programming of on-going
32 recreation programs or special events.

1 Insurance. The concessionaire shall maintain in full
2 force and effect throughout the duration of the contract
3 terms, commercial general liability insurance in the amount
4 sufficient to cover bodily injury and property damage. Said
5 policy shall name King County as an additional insured.

6 Indemnity and hold harmless. The concessionaire shall
7 agree to indemnify and hold King County harmless to the
8 maximum extent possible under law for all claims, demands,
9 suits and judgments which is caused by, arises out of, or is
10 incidental to the concessionaires exercise of rights and
11 privileges granted by the concession contract, except to the
12 extent of the county's sole negligence.

13 Limited provision. This chapter does not affect any
14 other King County Code provision relating to the county's
15 authority to negotiate contracts, including concession
16 contracts, nor impair King County's authority to enter into
17 concession agreements for the sale of goods and services at
18 King County facilities.

19 Severability. If any term or provision of this
20 ordinance is deemed invalid or unenforceable, the remainder
21 of the ordinance shall not be affected and will continue in
22 full force.

23 SECTION 2. Ordinance 4233, Section 4 and K.C.C.

24 4.56.150, as amended is hereby amended to read as follows:

25 Authority to lease or rent. A. If it appears that it
26 is for the best interests of the county and the people
27 thereof, King County may lease any county real property and
28 its appurtenances for a year, a term of years, or other
29 periodic term of one year or more under the limitations and
30 restrictions and in the manner provided in this chapter.

31 B. King County shall have power to lease such
32 county real property and its appurtenances whether such
33 property was acquired by tax deed under foreclosure

1 proceedings for nonpayment of taxes or whether held or
2 acquired in any other manner.

3 C. Any lease executed under the authority of the
4 provisions of this section creates a vested interest and a
5 contract binding upon the county and the lessee.

6 D. King County may enter into rental agreements
7 for a term less than one year, including month-to-month
8 rental agreements, on terms and conditions that are in the
9 best interest of King County. All such rental agreements are
10 subject to approval by the King County executive based on
11 recommendations of the real property division. Rental
12 agreements for a term less than one year are exempt from the
13 appraisal and notice requirements pertaining to leases for a
14 year or term of years; provided, that the real property
15 division shall maintain a file of appropriate correspondence
16 or such information which leads to a recommendation by the
17 division to the county executive to enter into such an
18 agreement, such information shall be available for public
19 inspection at the real property division for one year after
20 termination of such tenancies.

21 E. King County may, in the best interests of King
22 County, enter into agreements other than concession
23 agreements for the use of King County property with bona
24 fide, nonprofit organizations or community groups wherein the
25 nonprofit organization or community group is to either: make
26 improvements to the King County property and/or provide
27 services which will benefit the public. Such agreements will
28 be exempt from the requirements of fair market value,
29 appraisal, and notice. Such agreements are subject to the
30 approval of the King County executive, based upon
31 recommendation of the real property division and the
32 department having custodianship of the property subject to
33 the agreement, provided that the real property division shall

1 maintain a file of appropriate correspondence or such
2 information which leads to a recommendation by the division
3 to the county executive to enter into such an agreement, such
4 information shall be available for public inspection at the
5 real property division for one year after termination of such
6 tenancies.

7 F. For rental, ((~~or~~)) lease or use agreements ((~~r~~
8 ~~including concession agreements,~~)) on county parks or open
9 space properties, the parks and recreation division of the
10 parks, planning and resources department shall have the
11 authorities and responsibilities specified in Sections
12 4.56.150 D. and E. for the real property division.

13 INTRODUCED AND READ for the first time this 1st
14 day of August, 1994.

15 PASSED by a vote of 13 to 0 this 10th day of
16 October, 1994.

17 KING COUNTY COUNCIL
18 KING COUNTY, WASHINGTON

19 Kent Pullen
20 Chair

21 ATTEST:

22 Gerald A. Peterson
23 Clerk of the Council

24 APPROVED this 20th day of October, 1994.

25 Leone M. Uheran
26 Deputy County Executive
for King County Executive

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