



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 29, 2008

Ordinance 16245

Proposed No. 2008-0491.1

Sponsors Hague

1 AN ORDINANCE authorizing the King County executive
2 to execute an amendment to the forty-year use agreement
3 with the Eastside Football Club approved by Ordinance
4 15704.

5

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. Findings:

8 A. Ordinance 14509 authorizes the department of natural resources and parks to
9 create new public recreational opportunities by empowering user groups, sports
10 associations, and community organizations to operate, maintain and program mutually
11 agreed upon capital improvements for public recreation facilities on King County land,
12 and thereby address regional and rural recreation needs without encumbering new tax
13 funded operations and maintenance costs.

14 B. In accordance with K.C.C. 4.56.150.E, the King County council may adopt an
15 ordinance permitting the county to enter into agreements for the use of county property
16 with bona fide nonprofit organizations if the property is to be used by the nonprofit
17 organization to make improvements to the county property or to provide services that will

18 benefit the public. The agreements are exempt from the requirements of fair market
19 value, appraisal and notice.

20 C. Ordinance 15704, adopted on March 26, 2007, authorized the executive to
21 execute a forty-year use agreement with the Eastside Football Club for the use,
22 construction, development, programming and supplemental maintenance of synthetic and
23 grass soccer fields and related infrastructure at Preston fields and community park.

24 D. The executive and the club signed the agreement, the fields were constructed,
25 and the facility opened to the public on March 15, 2008. Over five hundred and forty
26 youth players on thirty eight teams are now using Preston community park six days per
27 week and have already played over eleven hundred practice sessions and four hundred
28 soccer games at the facility.

29 E. Section 2.7 of the agreement required the Eastside Football Club to pay the
30 county a guaranteed rental fee of \$1.2 million at a rate of \$120,000 per year for ten years.

31 F. In February 2008, the parks and recreation division of the department and
32 natural resources and parks and the Eastside Football Club amended Section 2.7 of the
33 agreement to require the club to pay King County a guaranteed rental fee of \$1.5 million
34 at a rate of \$150,000 per year for ten years.

35 G. The executive and the club now wish to amend Section 2.7 for a second time
36 to change the rate and time period for the club to pay the county a guaranteed rental fee
37 of \$1.5 million such that the club will pay the county \$100,000 per year for fifteen years,
38 beginning in 2008.

39 SECTION 2. The King County executive is hereby authorized to execute an
40 amendment to the existing use agreement with the Eastside Football Club in substantially

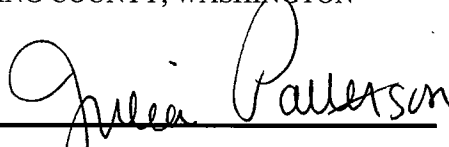
Ordinance 16245

41 the form of the amendment attached to this ordinance, to implement the terms of that
42 amendment, and to execute any documents necessary to carry out the amendment
43 authorized by this ordinance.
44

Ordinance 16245 was introduced on 9/8/2008 and passed by the Metropolitan King
County Council on 9/29/2008, by the following vote:

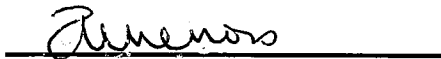
Yes: 9 - Ms. Patterson, Mr. Dunn, Mr. Constantine, Ms. Lambert, Mr. von
Reichbauer, Mr. Ferguson, Mr. Gossett, Mr. Phillips and Ms. Hague
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON




Julia Patterson, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 3 day of OCTOBER 2008.



Ron Sims, County Executive

Attachments A. Second Amendment to Use Agreement with Eastside Football Club for Soccer
Facility at Preston Park

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KING COUNTY COUNCIL

SECOND AMENDMENT TO USE AGREEMENT WITH EASTSIDE FOOTBALL CLUB FOR SOCCER FACILITY AT PRESTON PARK

RECITALS

- A. King County, a home rule charter county and political subdivision of the State of Washington ("the County"), and Eastside Football Club (EFC), a not-for-profit, tax-exempt 501(c)(3) corporation organized under the laws of the State of Washington, entered into a Use Agreement with an effective date of August 2nd, 2007 ("the Agreement").
- B. Under Section 2.7 of the Agreement, EFC was required to pay the County a guaranteed use fee of \$1,200,000.00, at a rate of \$120,000.00 per year for ten years.
- C. In February of 2008, the County and EFC amended Section 2.7 of the Agreement to require EFC to pay the County a guaranteed rental fee of \$1,500,000.00, at a rate of \$150,000.00 per year for ten years.
- D. The County and EFC now wish to amend Section 2.7 of the Agreement for a second time, such that EFC will pay the County \$100,000.00 per year for fifteen years, beginning in 2008. The purpose of this amendment is to support the community's ongoing effort to secure private funds for the balance of construction costs.
- E. The total guaranteed rental fee that EFC will pay to the County remains \$1,500,000.00. This amendment simply allows EFC to pay it over a longer period, in smaller increments.

NOW, THEREFORE, King County and EFC agree to amend Section 2.7 of the Agreement to read as follows [deleted text marked (~~like this~~); inserted text marked **like this**]:

- 2.7 **Beginning in 2008**, EFC will pay King County a guaranteed rental fee of (~~(\$150,000)~~) **\$100,000** per year for (~~(10)~~) **15** years (~~(starting from the date of the Soccer Facility's completion)~~) (Years 1 – (~~(10)~~) **15**) inclusive of electricity costs. For years (~~(11)~~) **16-20**, EFC will pay an hourly rental fee **rate** for synthetic field usage at the Soccer Facility to King County that is \$20 **per hour** less than the public hourly rental fee **rate** charged by King County, exclusive of electricity costs, for the synthetic and/or grass soccer field for youth sports. (~~The~~) **This rate** reduction is (~~(in recognition)~~) **consideration** for the substantial in-kind goods and services donated **towards field construction** by EFC's volunteers and general contractor, and the supplemental maintenance provided by EFC under this Agreement. **In years 16-20**, EFC shall not be required to pay an hourly fee for use of the unlit grass field.

TEXT CONTINUES ON FOLLOWING PAGE

All other terms, conditions, specifications and requirements of the Agreement remain unchanged and in full effect.

By executing this amendment, each person signing below affirms that he or she is duly authorized to legally bind the entity that he or she represents.

KING COUNTY

EASTSIDE FOOTBALL CLUB

Kevin Brown, Division Director
King County Parks and Recreation Division

Dan Phillips, Boardmember
Eastside Football Club

Date

Date