



SEATTLE CITY COUNCIL

Legislative Summary

CB 118725

Record No.: CB 118725

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125104

In Control: City Clerk

File Created: 05/04/2016

Final Action: 08/17/2016

Title: AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to execute for and on behalf of the City an amendment to the existing Seacrest Boathouse Concession Agreement with Marination LLC, originally authorized by Ordinance 124112; authorizing the Superintendent to execute future amendments relating to concession fees as the Superintendent determines to be in the best interest of the City; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Juarez

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 - First Amendment to Seacrest Boathouse Concession Agreement

Drafter: Charles Ng

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	06/21/2016	Mayor's leg transmitted to Council	City Clerk			
	Action Text: The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk						
	Notes:						
1	City Clerk	06/21/2016	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	06/23/2016	sent for review	Parks, Seattle Center, Libraries, and Waterfront Committee			

Action Text: The Council Bill (CB) was sent for review. to the Parks, Seattle Center, Libraries, and Waterfront Committee

Notes:

1 Full Council 07/11/2016 referred Parks, Seattle Center, Libraries, and Waterfront Committee

Action Text: The Council Bill (CB) was referred. to the Parks, Seattle Center, Libraries, and Waterfront Committee

Notes:

1 Parks, Seattle Center, Libraries, and Waterfront Committee 08/04/2016 pass Pass

Action Text: The Committee recommends that Full Council pass the Council Bill (CB).

Notes:

In Favor: 3 Chair Juarez, Vice Chair Bagshaw, Member Harrell

Opposed: 0

1 Full Council 08/08/2016 passed Pass

Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:

In Favor: 8 Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien

Opposed: 0

1 City Clerk 08/12/2016 submitted for Mayor's signature Mayor

1 Mayor 08/16/2016 Signed

Action Text: The Council Bill (CB) was Signed.

Notes:

1 Mayor 08/17/2016 returned City Clerk

1 City Clerk 08/17/2016 attested by City Clerk

Action Text: The Ordinance (Ord) was attested by City Clerk.

Notes:

CITY OF SEATTLE

ORDINANCE 125104

COUNCIL BILL 118725

AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to execute for and on behalf of the City an amendment to the existing Seacrest Boathouse Concession Agreement with Marination LLC, originally authorized by Ordinance 124112; authorizing the Superintendent to execute future amendments relating to concession fees as the Superintendent determines to be in the best interest of the City; and ratifying and confirming certain prior acts.

WHEREAS, Ordinance 124112, passed in February 2013, authorized the Superintendent of the Department of Parks and Recreation (“Superintendent”) to enter into a six-year Concession Agreement (“Concession Agreement”) with Marination LLC; and

WHEREAS, under the Concession Agreement, Marination LLC provided over \$200,000 in capital improvements to the Seacrest Boathouse and currently manages and operates the Seacrest Boathouse as a restaurant and boat and recreation equipment rental facility for the public; and

WHEREAS, the payment to the Seattle Department of Parks and Recreation (DPR) in the current Concession Agreement requires Marination LLC to pay a monthly concession fee of ten percent of gross sales to DPR; and

WHEREAS, Marination LLC notified DPR that continuing to pay this ten-percent concession fee is unsustainable and will put its business operation at risk going forward and requested the Superintendent lower the concession fee to be more in line with market rates; and

WHEREAS, the Superintendent determined that it would be in the best interest of DPR to amend the Concession Agreement and modify the concession fees to ensure a sustainable

1 concession remains in the Seacrest location, and determined that the impact of this action
2 will not significantly impact revenues to DPR; and

3 WHEREAS, the Superintendent and Marination LLC expressly intend that upon authorization
4 from this ordinance and signature by an authorized representative of both parties, certain
5 concession fee terms of the Concession Agreement with Marination LLC shall be
6 changed and retroactively effective as of the dates provided for in such amendment;

7 NOW, THEREFORE,

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

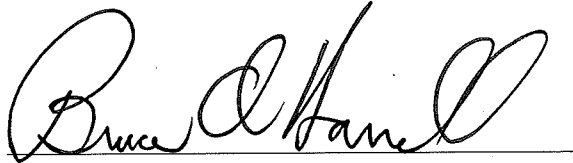
9 Section 1. The Superintendent of Parks and Recreation (“Superintendent”) is authorized
10 to execute, for and on behalf of The City of Seattle (“City”), an amendment to the Concession
11 Agreement with Marination LLC, which was originally authorized by Ordinance 124112,
12 substantially in the form of the First Amendment to the Seacrest Boathouse Concession
13 Agreement between The City of Seattle and Marination LLC, attached hereto as Attachment 1.

14 Section 2. The Superintendent is authorized to negotiate future amendments to the
15 Concession Agreement with Marination LLC for the purpose of adjusting the concession fees
16 due from Marination LLC as the Mayor or Superintendent deems to be in the best interest of the
17 City.

18 Section 3. Any act consistent with the authority of this ordinance taken before its
19 effective date is hereby ratified and confirmed.

1 Section 4. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 8th day of AUGUST, 2016,
5 and signed by me in open session in authentication of its passage this 8th day of
6 AUGUST, 2016.

7 
8 _____

9 President _____ of the City Council

10
11 Approved by me this 16th day of August, 2016.

12 
13 _____

14 Edward B. Murray, Mayor

15
16 Filed by me this 17 day of August, 2016.

17 
18 _____

19 Monica Martinez Simmons, City Clerk

20
21 (Seal) 

22 Attachments:

23 Attachment 1 – First Amendment to the Seacrest Boathouse Concession Agreement between The
24 City of Seattle and Marination LLC
25

Attachment 1

First Amendment to
Seacrest Boathouse Concession Agreement
Between
The City of Seattle
and
Marination, LLC

This First Amendment to the Seacrest Boathouse Concession Agreement (“First Amendment”) between The City of Seattle (“City”) and Marination, LLC (“Concessionaire”) amends the Seacrest Boathouse Concession Agreement between the parties dated February 20, 2013 (the “Agreement”).

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Part A-5 Concession Fee

From the Commencement Date through August 31, 2013, Concessionaire’s obligation to pay Concession Fees shall remain in full force as required under the original Agreement without amendment. Effective September 1, 2013, Part A-5 is deleted in its entirety and replaced with the following:

5.1 Base Concession Fee. Beginning on or before September 1, 2013 and thereafter monthly throughout the Term, Concessionaire shall pay the City a monthly fee in the amount of \$5,954.67 (the “Base Concession Fee”). The Base Concession Fee shall be paid in advance, without demand, set-off or deduction of any kind, and in the time and manner provided under Section 5.3.

5.2 Percentage Fee. Beginning on or before September 1, 2013 and thereafter monthly throughout the Term, in addition to the Base Concession Fee, Concessionaire shall pay the City two percent (2%) of Concessionaire’s Gross Receipts (the “Percentage Fee”). Concessionaire shall pay the Percentage Fee monthly in arrears based on the Gross Receipts received in the prior month, and in the time and manner provided under Section 5.3. Notwithstanding the foregoing, no Percentage Fee shall be due from October 1, 2013 through June 30, 2014. As used in this Agreement, “Gross Receipts” shall have the meaning provided in Part B-1 and all references to the “Concession Fee” shall mean and include both the Base Concession Fee and the Percentage Fee.

5.3 Time and Manner of Payment. On or before the 15th day of each month during the Term, Concessionaire shall pay the City (i) the Base Concession Fee, (ii)

the Percentage Fee, and (iii) the monthly amount of Leasehold Excise Tax required under Part B-7. All payments to the City under this Agreement shall be paid to City of Seattle, Department of Parks and Recreation, Magnuson Park and Business Resources, Attention: Charles Ng, Parks Concessions Coordinator, and 800 Maynard Avenue S, Suite 300, Seattle, WA 98134. All Concession Fee payments shall be accompanied by a written statement prepared by Concessionaire on a monthly report form approved by the Superintendent and detailing the Gross Receipts received in the prior month, including any amounts excluded from Gross Receipts as provided under Part B-1, and the calculation of the Percentage Fee.

2. The City and Concessionaire expressly intend that so long as this First Amendment is signed by an authorized representative of both parties, the amendment to Part A-5 shall be retroactively effective as of the dates provided in Section 1 of this First Amendment.

3. All references to the "Agreement" shall mean and include the original Seacrest Boathouse Concession Agreement described above and this First Amendment. All capitalized terms that are not defined in this First Amendment shall have the meaning given in the original Agreement. All terms and conditions of the original Agreement that have not been modified by this First Amendment shall remain in full force and effect.

For the City of Seattle:

For Marination, LLC:

Jesús Aguirre, Superintendent
Seattle Department of Parks and Recreation

Roz Edison, Member
Marination, LLC

Next page for Acknowledgements

STATE OF WASHINGTON)
) ss. (Acknowledgement for City)
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 **Jesús Aguirre**, known to me to be the **Superintendent** of the Department of Parks and Recreation of **THE CITY OF SEATTLE**, the party that executed the foregoing instrument as City, and acknowledged said instrument to be the free and voluntary act and deed of said party, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

[Signature] [Printed Name]
NOTARY PUBLIC in and for the State of Washington residing at _____
My commission expires _____.

STATE OF WASHINGTON)
) ss. (Acknowledgement for Marination, LLC
COUNTY OF KING)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared , to me known to be the _____ of _____, the entity that executed the foregoing instrument as _____; and acknowledged to me that he signed the same as the free and voluntary act and deed of said entity for the uses and purposes therein mentioned and that he was authorized to execute said instrument for said entity.

WITNESS my hand and official seal the day and year in this certificate above written.

[Signature] [Printed Name]
NOTARY PUBLIC in and for the State of Washington residing at _____.
My commission expires _____.