

MEMORANDUM OF UNDERSTANDING
between
KING COUNTY
and the cities of
BELLEVUE, KIRKLAND, and REDMOND

This Memorandum of Understanding ("MOU") is made by and between King County, a home rule charter county, through the Parks and Recreation Division of its Department of Natural Resources and Parks ("County"), and the Cities of Bellevue ("Bellevue"), Kirkland ("Kirkland"), and Redmond ("Redmond"), each a municipal corporation in Washington state, to specify the terms and conditions under which the County and the cities (hereinafter, the "Parties") will cooperate to improve the state of aquatic facilities and opportunities in King County, Washington.

RECITALS

WHEREAS, King County, Washington possesses significant inland and coastal water resources, including 100 miles of marine shoreline, 760 lakes and reservoirs, and 975 wetlands; and

WHEREAS, drowning is the second leading cause of unintentional death for youth (age 1-17) in the state and represents a public health issue that demands attention and commitment of civic resources; and

WHEREAS, swimming instruction is associated with an 88 percent reduction in drowning of children according to a 2009 study published in the Archives of Pediatrics and Adolescent Medicine (Brennar, R. et al., Association between swimming lessons and drowning in childhood: A case-control study. 163(3): 203-210); and

WHEREAS, the American Academy of Pediatrics recommends all children over six should learn to swim (Saluja, G. (2006). Swimming Pool Drownings among US Residents Aged 5-24 years: Understanding Racial Disparities. American Journal of Public Health); and

WHEREAS, the cities of Kirkland, Redmond and Bellevue have individually completed a needs assessment and market analysis of aquatics for their individual cities; and

WHEREAS, representatives of the Parties have met multiple times since 2016 specifically to explore opportunities to collectively develop public aquatic facilities which address public health, safety, and recreational needs within each party's constituencies; and

WHEREAS, the Revised Code of Washington (RCW) 36.01.010, state statute authorizes the County to make such contracts as may be necessary to the exercise of its corporate or administrative powers, and King County Charter Article 1, Section 120, authorizes the County, in the exercise of its powers and the performance of its functions and services, to agree by contract to cooperate with any one or more other governments, and to share the responsibilities of such powers, functions, and services; and

WHEREAS, code cities organized under RCW Title 35A, have the powers and authority afforded a municipal corporation under Washington state law to cooperate with other governmental

agencies, counties or cities to acquire, finance, improve, and use land or other property for civic purposes; and

WHEREAS, the 2017/2018 Adopted King County Adopted Budget includes Two Million Dollars (\$2,000,000) in King County Youth and Amateur Sports Facilities of anticipated bond funding to support a capital project for a regional aquatics facility serving the community on the east side of Lake Washington;

NOW THEREFORE, the Parties desire to memorialize their intent to work cooperatively with respect to the following:

A. Purpose; Commitments. The Parties are engaged in an ongoing, forward-looking dialogue to address the unmet need for public recreational aquatic facilities (“public aquatics”) in the northeast region of King County. This MOU provides summary of these discussions to date, and identifies the Parties’ key commitments toward a shared goal of improving the current state of public aquatics:

- 1) Each party shall complete a preliminary assessment identifying suitable sites within their jurisdictions for both regional and local public aquatics.
- 2) Parties agree to then cooperate and share all pertinent information relevant to public aquatics, including prior needs assessments and market analyses.
- 3) King County shall be responsible for engaging a consultant to develop a public aquatics assessment (the “Feasibility Study”), to include:
 - o analysis of each party’s individual public aquatics need,
 - o identifying potential synergies, cost-sharing opportunities,
 - o creating an evaluation framework for site selection (for example: travel time, population density, demographics, etc.),
 - o capital cost estimates for one (1) regional facility and up to three (3) local facilities, and
 - o financing recommendations.
- 4) Deliver the Feasibility Study to the elected officials of each party to determine a future course of action.

B. Feasibility Study Funding. Each party agrees to contribute Fifteen Thousand Dollars (\$15,000) for the sole purpose of developing the Feasibility Study contemplated in this MOU. The Parties shall timely remit funds upon request by King County.

C. Term. The term of this MOU shall commence on the date it is fully executed by the Parties, and shall expire one-hundred-twenty (120) days following the completion of the Feasibility Study.

D. Liaisons; Notices. As between the Parties, all communication, notices, coordination and other aspects of this MOU shall be managed by each party's designee, currently the following individuals:

<p>King County Parks and Recreation Division Jessica Emerson, Section Manager 201 S. Jackson Street, Suite 700 Seattle, WA 98104-3855 207-477-4563 jessica.emerson@kingcounty.gov</p>	<p>City of Bellevue Parks & Community Services Patrick Foran, Director 450 110th Avenue NE Bellevue, WA 98004 425.452.5377 pforan@bellevuewa.gov</p>
<p>City of Kirkland Parks and Community Services Lynn Zwaagstra, Director 123 5th Avenue Kirkland, WA 98033 425.587.3301 lynnz@kirklandwa.gov</p>	<p>City of Redmond Parks and Recreation Maxine Whattam, Director 15670 NE 85th Street Redmond, WA 98052 425.556.2310 mwhattam@redmond.gov</p>

E. MOU Limitations. The Parties, by and through their undersigned representatives, understand, acknowledge and agree that this MOU creates an agreement to continue to plan in good faith through the end of the Term, PROVIDED that this MOU does not preclude any party pursuing other opportunities or partnerships simultaneously and the Parties also understand, acknowledge and agree that this MOU creates no other legal right, obligation or cause of action, and the Parties expressly agree that this MOU does not bind or otherwise require the Parties to authorize or to execute an agreement to develop public aquatics infrastructure. Nothing in this MOU shall create any legal right, obligation or cause of action in any person or entity not a party to it.

F. Counterparts. This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding.

[SIGNATURE PAGES FOLLOWS]

Approved by:

KING COUNTY

for 

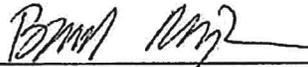
Kevin R. Brown, Director
Parks and Recreation Division

8/15/18

Date

Approved by:

CITY OF BELLEVUE



Brad Miyake, City Manager
City of Bellevue

8-9-18

Date

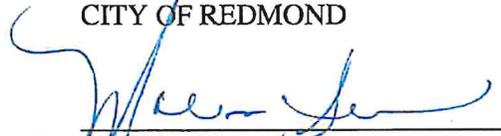
Approved as to form:

By: 
Assistant City Attorney

Date: 8/8/18

Approved by:

CITY OF REDMOND



for John Marchione, Mayor
City of Redmond
5/16/18

Date

Approved by:

CITY OF KIRKLAND

A handwritten signature in blue ink, appearing to read "Kurt Triplett", written over a horizontal line.

Kurt Triplett, City Manager
City of Kirkland

5/23/18
Date