



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**December 17, 2002**

**Ordinance 14551**

**Proposed No.** 2002-0602.1

**Sponsors** Edmonds

1 AN ORDINANCE authorizing the executive to enter into an  
2 interlocal agreement between King County and the city of  
3 Redmond regarding the operation of the Redmond pool; and  
4 declaring an emergency.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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**SECTION 1. Findings:**

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A. King County ("county") and the city of Redmond ("city") have agreed to

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terms for an interlocal agreement for the operation of the Redmond pool.

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B. The recitals in the agreement set forth relevant facts supporting and explaining

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the terms of the agreement.

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C. King County and the city have agreed that the county will operate the

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Redmond pool for the period of January 1, 2003, to December 31, 2003.

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D. Continued operation of the Redmond pool under the terms and conditions of

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the attached agreement will serve an important county purpose by ensuring that the pool

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will remain open and available to all county residents.

18 E. The fiscal crisis facing the county requires that the pool be mothballed and  
19 unavailable for public use at the end of this year unless the agreement is in effect before  
20 that time. As a result, immediate authorization for the execution of the agreement is  
21 necessary and is in the best interest of the public and this ordinance must be adopted on  
22 an emergency basis.

23 SECTION 2. The King County executive is hereby authorized to enter into an  
24 interlocal agreement, substantially in the form of the attached agreement, with the city of  
25 Redmond relating to the operation of the Redmond pool.

26 SECTION 3. For the reasons set forth in section 1 of this ordinance, the county  
27 council finds as a fact and declares that an emergency exists and that this ordinance is

Ordinance 14551


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28 necessary for the immediate preservation of public peace, health or safety or for the  
29 support of county government and its existing public institutions.  
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Ordinance 14551 was introduced on 12/9/2002 and passed by the Metropolitan King  
County Council on 12/16/2002, by the following vote:

Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.  
Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett,  
Ms. Hague, Mr. Irons and Ms. Patterson  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

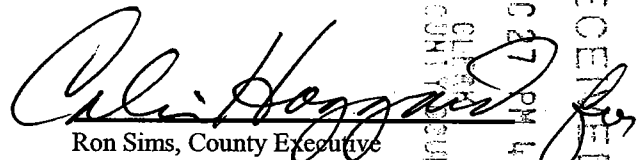
  
Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 17<sup>th</sup> day of December, 2002.

  
Ron Sims, County Executive

RECEIVED  
2002 DEC 27 PM 4:00  
KING COUNTY COUNCIL

Attachments      A. Interlocal Pool Operating Agreement

## INTERLOCAL POOL OPERATING AGREEMENT

This Interlocal Pool Operating Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_, 2002 by and between King County, ("County") and the City of Redmond, ("City") both Washington municipal corporations. The parties agree as follows:

### 1. RECITALS

- 1.1 King County has determined that it is no longer able to fund the operation of in-city parks and pools, and is engaged in a transition of its parks and recreation system consistent with this situation. The County has therefore worked over the past several months with impacted cities and other jurisdictions in an attempt to divest itself of these in-city facilities.
- 1.2 In the interest of increasing the likelihood of finding a long-term solution for the in-city pools that does not involve County ownership or operation of the pools, the County has offered, as a short-term alternative to title transfer, to enter into a one-year operating agreement under which third parties will provide operating subsidy to the County to operate the pools.
- 1.3 Because the County is committed to continuing to find a long-term operating solution to the in-city pools, it is committed to ensuring that the Pool at a minimum remains at least in "mothballed" condition for the course of the year 2003, or until local voters have had an opportunity to accept or reject a funding measure for the pool, whichever comes first.
- 1.4 Given that the County has determined it must get out of the business of providing in-city parks and pools, a long-term pool solution from the County's perspective requires the transfer of ownership of the pools away from King County and the provision of ongoing expenses for the operation of the pools to be provided through means other than the County general fund budget. The County and the City are committed to working towards such a solution (without here determining its precise nature) over the course of the term of this Agreement.
- 1.5 Because the Redmond Pool ("Pool") provides a benefit to the City and its residents, the City is willing to provide funds to the County to operate the Pool, on the understanding that this is only a one-year agreement and that the County

makes no commitments with regard to the Pool's operating status in 2004 and beyond.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows

## 2. POOL OPERATIONS

- 2.1. Consistent with this Agreement, sound management practices, staffing limitations, available funds and applicable legal requirements, the County shall use its best efforts to operate the Pool generally in the same manner but with decreased operating hours as compared to 2002 as further described in Exhibit A, and with pool user fees increased approximately 50% above 2002 levels. The County shall further use its best efforts to operate the Pool in a manner that will result in the Actual Annual Net Costs (as defined in Section 3.3) of operating the Pool equaling the Estimated Annual Payment (as defined in Section 3.3). Operational policies and procedures, including but not limited to hours of operation, user fees, and admittance policies, shall be determined by the County in its sole discretion, reasonably exercised. It is understood and agreed that scheduled or unscheduled maintenance may result in the Pool being closed to the public for extended periods of time.
- 2.2. The County shall be relieved of its obligations hereunder to the extent performance is made impracticable by any event of *force majeure*, including without limitation, acts of god. If an event of *force majeure* occurs, the City or the County may terminate this Agreement, consistent with Section 5.

## 3. FUNDING

- 3.1. In exchange for the County's continued operation of the Pool, the City agrees to pay or cause to be paid to the County the total sum of \$183,200 (the Estimated Annual Payment), payable in four roughly equal Quarterly Payments made on or before January 15, April 15, July 15, and October 15 during the term of this Agreement as set forth below. These payments are calculated based on the need for the County to retain a sufficient portion of the Mothball Cost, as defined in Section 3.2, to mothball the pool for the balance of 2003 if at any point the Agreement is terminated.

<u>Payment Date</u>	<u>Quarterly Payment Amount</u>
January 15	\$49,800
March 15	\$49,800
June 15	\$49,800
September 15	\$33,800

3.2. The "Mothball Cost" is defined as that amount of funding necessary to ensure that the Pool, while not open to the public, can be re-opened for public use at minimal expense if operating dollars are found. "Mothballing" thus requires that the Pool remain filled with water, the filters, pumps, heaters and general Pool equipment remain on, and the building maintained by staff. The Mothball Cost for the Pool for the full year 2003 has been determined by the County to be \$79,386. The Mothball Cost for the balance of the year at each calendar quarter is calculated as follows:

<u>Date</u>	<u>Mothball Cost for balance of year</u>
March 1	\$63,539.50
June 1	\$47,693
September 1	\$31,846.50

3.3. The Estimated Annual Payment has been calculated by the County as set forth in Exhibit B. The Estimated Annual Payment is equal to the estimated net operating cost of the Pool under a reduced operating schedule over the course of 2003. The net operating cost of the Pool includes all applicable direct costs, County overhead costs and non-routine maintenance costs associated with the Pool, less (1) all revenues generated at the Pool and accruing to King County from any authorized source, and (2) the Mothball Cost. The "Actual Net Operating Cost" is the net operating cost, as defined in the preceding sentence, as actually experienced by the County over the term of this Agreement.

3.4. In the event the County is successful in reducing Actual Net Operating Costs over the term of this Agreement below the amount of the Estimated Annual Payment specified in Section 3.1 above, the County will refund the difference to the City within 45 days after the expiration or termination by the County of this Agreement.

3.5. If at any time the County in its sole discretion determines that the Actual Net Operating Costs of the Pool are or are likely to exceed the Estimated Annual Payment, then the County will notify the City of this in writing, describing (1) the costs that are or are likely to be greater than anticipated (or revenues that are or are likely to be less than anticipated) and the reason therefor; (2) the

operational changes that will be required absent additional funding; and (3) the amount of additional funding that would be necessary to avoid these operational changes (which may include closure) or other actions. The County shall not be required to further increase user fees in order to mitigate an increase in net operating costs, it being understood that County pool fees will be uniform across the County and that a 50% user fee increase will be imposed at the beginning of year 2003. The City will have 30 days to respond in writing as to whether it wishes to provide additional funding to avoid the operational changes or other actions. If the City determines to provide additional funding in an amount specified by the County, such additional funding shall be paid in equal installments at the remaining quarterly payment dates or within two weeks if no such remaining quarterly payment date remains. If the City determines not to provide additional funding, or does not respond within 30 days, the County shall proceed to make the operational changes as it deems in its sole discretion are required to address the increased costs and/or funding shortfall. On or before the 30-day response deadline, the City may suggest operations alternatives to address the funding shortfall, which the County may accept or reject in its sole discretion. The City waives and releases any and all claims against the County with respect to operational changes.

#### 4. TERM

- 4.1. The term of this Agreement shall commence on the date first written above and shall expire on December 31, 2003, unless earlier terminated as provided herein.
- 4.2. If the City has not made any of the quarterly payments within 10 days after their due date, the County shall send by registered mail and telefax a notice of default to the City, and may terminate this Agreement five business days after sending the telefax without further notice to the City.
- 4.3. The County or the City may terminate at any time in case of a *force majeure*.
- 4.4. Other than a refund pursuant to Section 3.4, the City shall not be entitled to payment of any other costs or damages arising from the expiration or termination of this Agreement or pool closure. The City waives and releases any and all claims against the County for expiration or termination of this Agreement or any discontinuation of operations or closure of the Pool.

- 4.5. If the Agreement is terminated before December 31, 2003, except by reason of force majeure, the County will Mothball the Pool for the balance of the calendar year 2003.
- 4.6. The parties' obligations under Section 4.7 shall survive early termination of this Agreement.
- 4.7. The parties agree to work over the course of 2003 to identify a means whereby the Pool can remain open to the public in 2004 and beyond, understanding that the County's position is that title to the Pool must transfer to another entity in order to assure long-term stability for the Pool. The parties agree to examine other public or non-profit ownership models, options for public vote to provide funding, and other reasonable means to accomplish their common objective to ensure continued public use of the Pool.
- 4.8. The County agrees that it will continue to track pool users by address in the same manner as conducted in 2002, by securing addresses of persons who register for classes or rentals of the Pool, and will provide this information to the City on a quarterly basis. The County will also allow the City to conduct its own pool user surveys during mutually agreed upon time periods and in a manner that does not interfere with pool operations.

## 5. LEGAL RELATIONS.

- 5.1. It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.
- 5.2. The County shall be responsible for any liability arising from its negligent acts or omissions in operating the Pool, except to the extent such liability is caused by the City's negligence or willful misconduct.
- 5.3. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this Agreement against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.
- 5.4. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.



## 6. NOTICE

6.1. Any notice, writing or payment given under this Agreement shall be in writing and given by sending such notice, writing or payment by registered mail, return receipt requested, with postage prepaid, addressed as follows, or at such other address as the party to be notified shall have last directed in writing, or by serving said notice personally. The effective date of notice, writing, or payment shall be the date of personal service or the date of receipt as shown on the return receipt, as applicable

6.2. The agency contacts for this Agreement are:

For King County:  
Bob Burns,  
Acting Manager,  
Parks Division  
King County Dept. of Natural Resources  
and Parks  
Street Center, 7<sup>th</sup> Floor  
201 S. Jackson,  
Seattle, WA 98104

For the City:  
Danny Hopkins, Director  
Parks and Recreation Director  
City of Redmond  
P.O. Box 971010  
Redmond WA 98073-9710King  
(Mail Sort CAPKA)

6.3 Either party may, from time to time, by notice in writing served upon the other party as required herein, designate an additional and/or a different mailing address or an additional and/or different person to whom such notice, writing, payment, request, report or other communication are thereafter to be addressed.

## 7. ENTIRE AGREEMENT

7.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

7.2 This Agreement may be amended at any time only by a written mutual agreement of the parties, provided that said amendments must be approved and signed by the same responsible parties, or their designees, that signed the original Agreement.

7.3 The waiver by any party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same term, covenant, or condition of this Agreement.

7.4 This Agreement may be executed in separate counterparts, each of which will be named an original and all of which collectively shall constitute one document

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KING COUNTY

CITY OF REDMOND

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
Full 2003 Operating Schedule for Redmond Pool

*WINTER / SPRING / FALL SCHEDULE*

- Winter Jan 6 – April 20 (Closed for winter break from January 1-5)
- Spring April 21- June 27
- Fall September 1 – December 31

Hours:

- Monday through Friday 6am – 9pm (with one hour out for maintenance each day)
- Saturday 8:30am-3pm
- Sundays: closed

*SUMMER SCHEDULE:*

- June 28- August 31

Hours:

- Monday through Friday 6am – 9pm
- Saturday 9am – 3pm
- Sundays: closed

**Holiday closures:** Memorial Day Weekend May 24-26  
4<sup>th</sup> of July – July 4-6  
Labor Day Weekend Aug 30 – September 1  
Christmas Break December 22- December 31  
(may be open for swim team practice during holiday closures)

**Maintenance Closures:** additional closures may occur for scheduled or unscheduled maintenance.

**Programming:** The County plans to initially maintain the same program scheduling as were in place in 2002, however, the County reserved the right to adjust the schedule as it deems reasonable to meet its operating requirements, objectives and budget constraints.

**Exhibit B**

**Redmond Pool  
 Estimated 2003 Operating Costs  
 (Full operating schedule)**

<b>Cost Item</b>	<b>Amount</b>
Pool Manager	\$ 65,667
Senior Swim	54,368
Lifeguard	--
½ Pool Operator	33,255
Temporary Staff	90,901
Temporary Benefits	15,907
Electricity	18,279
Water	11,732
Fuel	61,152
Chemicals	5,000
Office Supplies	1,000
Permits	350
Telecom	1,620
Other	10,000
<i>Total 2003 Operating Costs, before Overhead</i>	<i>\$369,231</i>
County Overhead	\$120,000
Major Maintenance Estimate	15,745
Major Maintenance Overhead	3,700
<b><i>Total Operating Cost</i></b>	<b><i>\$508,676</i></b>
Estimated Revenue	\$246,090
Mothball Cost contributed by King County	\$ 79,386
<b><i>Total Net Operating Cost/Estimated Annual Payment</i></b>	<b><i>\$183,200</i></b>