



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**December 17, 2002**

**Ordinance 14556**

**Proposed No.** 2002-0596.2

**Sponsors** Edmonds, McKenna and Pullen

1 AN ORDINANCE authorizing the executive to enter into an  
2 interlocal agreement between King County and the  
3 Northwest Center Recreation LLC for transfer of the Mary  
4 Wayte pool and the Northshore Costie/Ruiz pool; and  
5 declaring an emergency.  
6  
7

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 **SECTION 1. Findings:**

10 A. King County is facing a multiyear fiscal crisis that is forcing major cuts in all  
11 nonmandated government services funded by the current expense fund and as a result  
12 does not have a sufficient, stable source of revenue to continue to operate and maintain  
13 the Mary Wayte pool and the Northshore Costie/Ruiz pool (together, "the pools").

14 B. Due to its fiscal crisis, King County desires to divest itself of ownership,  
15 management and financial responsibility for pools, parks, open space, recreational  
16 facilities and programs inside and near city boundaries.

17 C. The county has explored many options for keeping the pools open, and has  
18 contacted local jurisdictions and others to determine if any would be willing to own,  
19 operate and maintain the pools. No local jurisdiction or other entity has been willing to  
20 agree to take responsibility for the ownership, operation and maintenance of any of the  
21 pools. As a result, the county has determined that the best available option for keeping  
22 the pools open is to transfer the pools to Northwest Center Recreation LLC ("NWC").

23 D. NWC is a nonprofit limited liability company affiliated with Northwest  
24 Center, a Washington non-profit corporation that has a history of providing services to  
25 disabled persons in King County and operating complex facilities.

26 E. As a result of being developed with Forward Thrust funds authorized by  
27 Resolution 34571, the pools cannot legally be converted from being used for public  
28 recreation purposes without substitute replacement facilities being provided.

29 F. Because the county does not have the funds to continue to operate and  
30 maintain the pools and because the pools may only be used for public recreation  
31 purposes, the pools are surplus to the county's needs.

32 G. The fiscal crisis facing the county requires that the pools be mothballed and  
33 unavailable for public use at the end of this year unless the pools are transferred to an  
34 entity that can operate and maintain the pools. As a result, the executive has declared an  
35 emergency requiring the immediate transfer of the pools to NWC in order to avoid any  
36 service disruption at, or mothballing or closure of, the pools. Under these unique  
37 circumstances the immediate transfer of the pools to NWC is in the best interest of the  
38 public and these transfers are exempt from the requirements of K.C.C. chapter 4.56.  
39 Moreover, this ordinance must be adopted on an emergency basis.

40 H. Without this transfer of the pools to NWC, immediate closure of the pools will  
41 be necessary.

42 I. King County reasonably believes this transfer will allow the pools to remain  
43 open and available to the public at least until the expiration of the leases for the real  
44 property on which the pools were constructed or until a replacement pool is constructed.

45 J. King County and the NWC have agreed to terms of a pool transfer agreement  
46 for the transfers of the pools to the NWC whereby NWC will continue to operate and  
47 maintain the pools for the use of the general public.

48 K. The recitals in the agreement set forth relevant facts supporting and explaining  
49 the terms of the transfers.

50 L. The equipment and supplies being conveyed along with the pools are integral  
51 to the continued operation and maintenance of the pools and are surplus to the county's  
52 needs.

53 M. King County and the NWC have agreed that the transfers will take place  
54 within thirty days following execution of the pool transfer agreement and receipt of  
55 executed assignments to NWC, of the underlying real property leases for the pools, in  
56 which NWC will assume the county's obligations under the leases.

57 N. Transfer of the pools under the terms and conditions of the attached agreement  
58 will serve an important county purpose by helping to ensure that the pools will remain  
59 open and available to all county residents.

60 SECTION 2. The King County executive is hereby authorized to enter into a pool  
61 transfer agreement, substantially in the form of the attached agreement, with the

62 Northwest Center Recreation LLC relating to the transfer of the Mary Wayte pool and the  
63 Northshore Costie/Ruiz pool.

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

66 necessary for the immediate preservation of public peace, health or safety or for the  
67 support of county government and its existing public institutions.

68

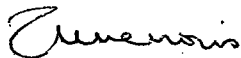
Ordinance 14556 was introduced on 12/2/2002 and passed by the Metropolitan King  
County Council on 12/16/2002, by the following vote:

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

2002 DEC 17 PM 4: 01  
RECEIVED  
KING COUNTY COUNCIL  
EPK

**Attachments**

- A. Property Transfer Agreement Between King County and the Northwest Center dated, December 12, 2002, B. Letter from Pete Rose, City Manager of Woodinville dated December 3, 2002, to Ron Sims, County, C. Letter from Craig Hopkins, Director for Student Services of the Northshore School District dated December 4, 2002, to Ron Sims, County Executive, D. Letter from Richard M. Conrad, City Manager of Mercer Island dated December 4, 2002, to Ron Sims, E. Letter from Jim Thompson, City Manager of Bothell dated December 4, 2002, to Ron Sims, County Executive

**Pool Transfer Agreement Between  
King County and Northwest Center Recreation, LLC  
December 12, 2002**

This Agreement is made and entered into this day by and between Northwest Center Recreation, LLC, a Washington non-profit limited liability company, hereinafter called "NWC", and King County, a Washington municipal corporation, hereinafter called "County". In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, NWC and the County agree as follows:

**A. RECITALS AND FINDINGS:**

The County, under the authority of RCW 36.89.050, King County Resolution 34571 and other federal, state and county laws, has acquired and developed a substantial park, recreation and open space system that depends on the continued operation of its many individual properties and facilities in order to fully serve the needs of the residents of King County and the cities within it.

The County does not have a sufficient, stable source of revenue to continue to manage and maintain its pools, parks, open space, recreational facilities and programs at current levels.

The County's budget crisis necessitates that it go out of the business of operating in-city community pools and transfer these pools to other entities.

Ownership, operation and maintenance of pools creates significant expense and potential liability to the County.

The County is legally restricted from converting many of these pools, parks, open space, and recreational facilities from their current uses without expending funds to replace the converted facilities.

Given the legal restriction regarding conversion of the County pool properties and the expense of operating pools, the marketability and value of such pool properties is minimal.

NWC has a history of providing employment services to disabled persons in King County through the operation of a variety of businesses.

The County has explored several options for the future operation of the Mary Wayte Pool with the City of Mercer Island, and the City has notified the County that it wishes the County to transfer that pool to NWC; and the City has further stated its willingness to provide ongoing funding to NWC to support the operation of the Mary Wayte Pool for five years.

The County has explored several options for the future operation of the Northshore Costie/Ruiz Pool (the "Costie/Ruiz Pool" or "Northshore Pool") with the Cities of Woodinville and Bothell

(the "Cities") and the Northshore School District (the "District") and the Cities and the District have notified the County that they wish the County to transfer the Costie/Ruiz Pool to NWC; and the Cities have further stated their willingness to provide ongoing funding to NWC to subsidize the operation of the Costie/Ruiz Pool.

In order to provide training and stable employment to its disabled clientele, a number of whom are also low-income, NWC wishes to accept ownership of the Mary Wayte Pool and the Costie/Ruiz Pool (collectively, the "Pools") pursuant to the terms of this Agreement and to keep the Pools available for public use and enjoyment.

Transfer of Pools to NWC will relieve the County of the significant burden and liabilities of owning and maintaining the Pools.

If the Pools are not transferred, the County has determined it would be unable to keep these facilities open in 2003; thus this agreement secures a significant public benefit by ensuring the continued operation of the Pools, at least for as long as such operation remains economically viable for NWC or until a replacement pool for each of the Pools is brought on line, as provided herein.

Transfer of the Pools to NWC is in the best of interest of the public and the County in that the Pools will continue to be available for general public use and the transfer will allow NWC to provide services and training for disabled persons, many of whom are also low income residents..

## **1. Conveyance of Title**

- 1.1. Within thirty (30) days of execution of this Agreement and receipt of executed assignments to NWC of the underlying real property leases described more fully in Exhibit A (the "Leases"), King County shall convey to the NWC by deed all its ownership interest in the following listed improvements, which are described more fully in Exhibit B (the "Property" or the "Pools"):

**MARY WAYTE POOL  
NORTHSHORE COSTIE/RUIZ POOL**

- 1.2 All deeds shall be in form and substance acceptable to both parties and contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and NWC agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

"Grantee covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571 applicable to a transferee, including that NWC covenants that the Property shall continue to be used for the purposes contemplated by Resolution 34571, that the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for the purposes contemplated by Resolution 34571, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County shall be provided."

"Grantee covenants that the primary use of the Property shall be to provide recreational swimming opportunities to the general public, and that it shall not charge fees for such use of the Property in excess of fees reasonably related to the cost of owning, operating and maintaining the Property."

"Grantee covenants that, except for reasonable periods of closure required for necessary maintenance, capital repair or to remedy threats to health or safety, the Property shall be open to the public for swimming during business hours comparable to those of other public pools in King County."

"Grantee covenants that it shall maintain the Property in good, clean, safe and sanitary condition and in compliance with all applicable laws, ordinances and regulations."

"The Grantee covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses; provided, however, that all such preceding covenants as to Mary Wayte Pool shall terminate on June 19<sup>th</sup>, 2012, and as to the Northshore Costie/Ruiz Pool on May 11, 2011, the expiration of the original term under the Leases and the end of the contemplated useful life of the pools as stated in Resolution 34571."

1.3 NWC and County agree that the assignment of the Leases will convey all the rights and obligations of the County contained therein, NWC shall assume all the rights and obligations of the County (including the covenants contained in said Leases) and such assignments shall discharge the County of any future obligations under the Leases. . NWC shall comply with all provisions, terms, conditions, obligations and covenants of the lease and assignment. The assignment must be mutually acceptable to the County, NWC, and the respective lessors.

1.4 Unless extended by mutual written agreement of the County and NWC, this agreement shall be null and void with respect to any Pool for which approval of the assignment of the underlying lease is not granted consistent with this Section by the applicable lessor prior to February 15, 2003.

1.5 The Property being conveyed includes certain equipment and supplies used to operate and maintain the Pools. The County will leave such equipment and supplies on site, which equipment and supplies will include all furniture, lifeguard equipment, first aid



supplies, specialty tools, operator manuals, as-built pool and remodel plans, phone system, lighting fixtures, miscellaneous pool equipment, building maintenance supplies, spare parts, and materials such as chlorine and filtration supplies for pool maintenance, as further described in Exhibit \_\_\_\_ hereto on site, and the County and NWC shall execute a mutually agreeable Bill of Sale for all such equipment and supplies. NWC takes all equipment and supplies AS IS and WHERE IS and agrees that the County holds no future responsibility with regard to the equipment and supplies or any occurrence related to or resulting from use of the equipment and supplies.

1.6. NWC and the County agree that the conveyances referenced in Section 1.1 are contingent upon the receipt of signed agreements satisfactory to NWC from the Cities, the District, and the City of Mercer Island to provide financial support for the Pools. If NWC has not notified the County in writing by December 20, 2002 that it has received all such agreements satisfactory to NWC with respect to each Pool, then the County shall continue to operate until January 31, 2003 the respective Pool or Pools for which such agreements have not been received and NWC shall pay the County to operate such Pool(s) (in the amount of \$23,686 for Mary Wayte Pool and \$29,983 for Northshore Pool). If NWC has not notified the County in writing by December 31, 2003 that it has received all such agreements satisfactory to NWC, or NWC notifies the County in writing that it will not receive such agreements, then this Agreement, with the exception of the payment obligations pursuant to this section, shall be null and void. All payments required to be made by NWC pursuant to this section shall be made by January 31, 2003. In the event NWC does not timely make such payment as required, the County may retain such an amount from what would otherwise have been paid to NWC pursuant to Section 3.2. If the County operates the Pool(s) pursuant to this section it shall do so generally in a manner as they are currently being operated but with scheduled maintenance and holiday closures and with increased fees.

1.7 NWC shall use reasonable and diligent efforts to continue the operation of the pools as contemplated herein through the dates set forth in the last paragraph of Section 1.2 above. In the event that NWC can demonstrate and certifies in writing to King County that: (1) it has used all reasonable and diligent efforts to continue to operate the Pools and to secure financial support therefor; (2) the economic viability of NWC will be threatened by the continued operation of the Pools or a Pool; and (3) NWC has been unable to assign its interests in the pool to another operator or otherwise ensure the continued operation of the pools as public pools, then as between the County and NWC, the County will deem NWC's mothballing of the Pool(s) to be in compliance with its obligations to the County to continue operating the pool under this Agreement (including Section 1.2) and the deeds and the assignment of the applicable Lease. "Mothballing" means maintaining such Pool(s) in a manner that protects them from damage associated with closure and that will allow them to be re-opened for public use at a later date at minimal cost. "Mothballing" includes, but is not limited to, keeping the Pool(s) filled with water and with the filters, pumps, heaters and general pool equipment remaining on, and maintaining the security and usability of the Pool(s) and building. It is further agreed that after the Pool(s) have been mothballed for a period of six months, if NWC

can demonstrate and certifies in writing to King County that during such time it has used reasonable and diligent efforts to identify means by which the pool may be re-opened for public use but has been unable to identify and implement such means, then as between the County and NWC, the County will deem a closure of the Pool(s) to be in compliance with its obligations to the County to continue operating the pool under this Agreement (including Section 1.2) and the deeds and the assignment of the applicable Lease. Such written certification shall include, but not be limited to, thoroughly identifying all steps taken by NWC to avoid closure. NWC shall provided to the County detailed records regarding all of its efforts to avoid mothballing a Pool(s) and all of its efforts to re-open after such mothballing, copies of which shall be provided to the County within 15 days of its request.

- 1.8 It is understood that one or more of the cities and/or school districts that are providing operating funds to NWC for Pool operations may construct a new pool in the future. If: 1) such new pool operates as a public pool in the same manner as required for the Pools by this Agreement; 2) is of comparable size and equivalent recreational value; and 3) such city or district funds the new pool in lieu of providing continued funding levels to NWC, the new pool shall constitute an equivalent replacement facility for the Pool located in such city as contemplated by Resolution 34571. When the city withdraws funding from NWC and the new pool is operational and open to the public, then as between the County and NWC, the County will deem a closure of the Pool(s) to be in compliance with its obligations to the County to continue operating the pool under this Agreement (including Section 1.2) and the deeds and the assignment of the applicable Lease , but only as to the replaced Pool . NWC agrees to continue to maintain and operate the Pool in accordance with this Agreement until the city discontinues funding levels to NWC and the new replacement city pool is operational and open to the public.

## **2. Existing Restrictions, Agreements, Contracts or Permits**

- 2.1 NWC shall abide by and enforce all terms, conditions, reservations, encumbrances, restrictions and covenants of title existing at the time of conveyance and/or in the deed of conveyance. In addition to any other remedies available for breach of a real property covenant and regardless of the enforceability of the covenants in the deed, all such covenants shall also be considered contractual obligations with which NWC must comply. Breach of any such covenant or contractual obligation or breach of any provision of this Agreement shall entitle the County to seek any remedy in law or equity, including without limitation, damages and/or specific performance.

## **3. Financial Arrangement**

- 3.1 As part of the consideration for NWC's agreement to assume title to and to continue to operate and maintain the Pools at its expense, the County agrees to transfer to NWC funding for the purpose of making capital improvements to the Pools, in accordance with the following schedule:

**MARY WAYTE POOL      \$150,000**  
**NORTHSHORE COSTIE/RUIZ POOL    \$175,000**

The funds will be distributed to NWC in two roughly equal installments, with the first payable on or before March 31, 2003 and the second payable on or before March 31, 2004. In addition, the County will provide not less than \$50,000 per pool for the purpose of making capital improvements to the pool; the final amount of such payment will be determined by March 31, 2003 in the sole discretion of the County but in no event will it exceed \$125,000 per pool. Such funds for additional capital improvements will be distributed to NWC by December 31, 2003 and December 31, 2004 in approximately equal installments. Funds provided pursuant to this paragraph 3.1 may be used only for the planning, construction, reconstruction, repair, rehabilitation or improvement of the Pools. Any such funds not so used shall be returned to the County, or transferred subject to the requirement that the transferee use the funds only for the specified purposes.

3.2 As part of the consideration of NWC's agreement to assume title to and to continue to operate and maintain the Pools, the County agrees to transfer to NWC a one-time payment to be used for the operation and maintenance of the Pools. These funds will be distributed to NWC no later than January 31, 2003. The basis for this payment is the County's estimated cost to mothball each pool in 2003, as follows:

**MARY WAYTE POOL                      \$79,744**  
**NORTHSHORE COSTIE/RUIZ POOL                      \$80,904**

3.3 Other than the funds provided pursuant to 3.1 and 3.2, the County shall have no obligation whatsoever to provide additional funds to NWC relating to the Property.

3.4 NWC shall provide the County with detailed and accurate records of all expenditures of funds provided by the County.

3.5 NWC shall comply with all applicable laws, ordinances and regulations in using funds provided by the County including, to the extent applicable, those related to "public works," payment of prevailing wages and competitive bidding of contracts.

**4. Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services**

- 4.1 NWC has inspected and knows the condition of the Property and agrees to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Property.
- 4.2 King County does not make and specifically disclaims any and all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property or its condition, and no official, employee, representative or agent of King County is authorized otherwise.
- 4.3 NWC acknowledges and agrees that except as indicated in paragraph 5.2, the County shall have no liability for, and that the NWC shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by NWC or the County.
- 4.4 The County has contacted Kevin Brown, program analyst III, who oversees capital projects for the parks division of the King County Department of Natural Resources and Parks. To the best of Mr. Brown's knowledge, the only reports developed within the last eight years describing the condition of the Mary Wayte Pool or the Northshore Pool are: 1) an August 20, 2001 report by TSE Architecture, Engineering and Planning evaluating the Mercer Island Pool; (2) A memo from Terry Higashiyama dated 12/11/02 re: 1999 Pool Building Maintenance Summary; (3) a "wish list" of 2002 CIP items; (4) a 1994 Rehabilitation Assessment Study for King County Parks Division. These reports will be provided to Northwest Center prior to transfer of the Pools.
- 4.5 The County shall make available, prior to December 18, 2002, to NWC's representatives for interviews, the Pool Operators of the Mary Wayte Pool and the Northshore Pool, and the employees of the County who manage and supervise those supervisors. The County shall instruct all such employees to fully cooperate with NWC's representatives and to truthfully and completely answer all questions presented as they relate to the operations of the Pools and the condition of the Pools equipment, property, furnishings, fixtures and assets. The County shall make the Pools available for inspection by independent experts engaged at NWC's expense to inspect the Pools.

## **5. Environmental Liability**

- 5.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
- 5.2 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that NWC might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County prior to transfer of the Pool(s) to NWC. In making such claim, however, NWC is barred from seeking recovery for costs that arise from NWC having exacerbated the costs of

remediation upon which a statutory claim for contribution is based as a result of NWC performing construction activities on the Property or changing the use of the Property. Exacerbation shall not be deemed to include the mere discovery of contamination.

- 5.3 If NWC discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. Prior to undertaking any remediation, the parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement.
- 5.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

## **6. Indemnification and Hold Harmless**

- 6.1 King County shall indemnify and hold harmless from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever arising from those occurrences related to the Property that occurred prior to the effective date of conveyance of the Property to NWC, except to the extent that indemnifying or holding NWC harmless would be limited by Section 4 or 5 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against NWC or NWC and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against NWC and its officials, officers, agents and employees or jointly against NWC and King County and their respective officials, officers, agents and employees, King County shall satisfy the same.
- 6.2 NWC shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, including attorneys' fees and costs, (i) arising from NWC's failure to comply with any provision of this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred on or after the effective date of conveyance of the Property to NWC, except to the extent that indemnifying or holding the County harmless would be limited by Section 5 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and NWC, NWC shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the NWC and their respective officers, agents and employees, NWC shall satisfy the same.
- 6.4 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Property.
- 6.5 Each party agrees that its obligations under this paragraph extend to any claim, demand,

and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

6.6 The County shall defend any claim against NWC or the County that it was unlawful for the County to transfer the Pool(s) to NWC pursuant to this Agreement. This defense obligation shall not be construed as a promise to indemnify NWC from and against any damages or costs, nor as an obligation to defend any other claims including, but not limited to, those alleging that NWC unlawfully discontinued operations, closed or mothballed the Pool(s).

6.7 NWC shall at all times maintain commercial general liability insurance coverage of not less than \$1 million per occurrence and \$2 million in the aggregate. The insurance shall name King County (including its officers and employees) as an additional insured. NWC shall provide evidence of compliance with this provision at the time it executes this Agreement and annually thereafter.

## **7. Audits and Inspections**

7.1 The County shall have full access to and the right to examine and copy, at its expense, during normal business hours and as often as they deem necessary, all of NWC's records with respect to all matters covered by this Agreement. NWC shall have access to and the right to examine and copy at its expense, during normal business hours, any disclosable and non-privileged records retained by the County with respect to the construction, maintenance, use, repair, and/or operation of the Pools.

## **8. Compliance with Laws**

8.1 NWC shall comply, and shall ensure that its contractors comply, with all federal, state and local laws, regulations, and ordinances applicable to the Property and/or its obligations under this Agreement.

## **9. Legal Relations**

9.1 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture, agent-principal relationship, or partnership is formed as a result of this Agreement.

9.2 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.

**10. Waiver and Amendments**

10.1 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

**11. Entire Agreement and Modifications**

11.1 This Agreement and its Exhibits sets forth the entire agreement between the parties with respect to the subject matter hereof. It may only be supplemented by addenda or amendments, which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

**12. Miscellaneous**

12.1 NWC represents and warrants that the execution of this Agreement has been duly authorized and that to the best of NWC's knowledge there is no pending, lawsuit or material claim against or related to NWC that will impede or materially affect NWC's ability to perform the terms of this Agreement, this Agreement does not conflict with the terms of any other agreement to which NWC is a party, and there is no pending investigation of NWC by any governmental agency.

12.2 The County represents and warrants that the execution of this Agreement has been duly authorized and that to the best of the County's knowledge there is no pending, lawsuit or material claim against or related to the County that will impede or materially affect the County's ability to perform the terms of this Agreement, this Agreement does not conflict with the terms of any other agreement to which the County is a party.

12.3 This Agreement shall be effective upon its execution by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.

**11. Notice**

11.1 Any notice provided for herein shall be sent to the respective parties at:

King County:  
Bob Burns, Acting Manager

NWC:  
Dave Wunderlin

King County Parks and Recreation Division

Manager

Dept. of Natural Resources and Parks  
King Street Center, 7<sup>th</sup> Floor  
201 S. Jackson St.  
Seattle, WA 98104

1600 West Armory Way  
Seattle, WA 98119

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

Northwest Center Recreation, LLC

\_\_\_\_\_  
King County Executive  
Manager \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Dave Wunderlin,  
Date \_\_\_\_\_

**[INSERT NOTARY SIGNATURE BLOCKS]**



**EXHIBIT A**

**List of Underlying Real Property Leases to be assigned to NWC Prior to any transfer of Property**

**EXHIBIT B**  
**King County Pools Transferring to NWC**

**EXHIBIT C**  
**Legal Descriptions**

12/11/02 WED 16:10 FAX 206 298 3749

12/03/02 TUE 17:36 FAX 2062980194

12/03/02 17:04 FAX 425 4892705

KING CO DNR  
KC EXEC OFFICE  
CITY OF WOODINVILLE

→→→ EXECUTIVE OFFICE 002  
12/03/02

ATTACHMENT B

14556



"Citizens, business and local government  
a community commitment to one another"

December 3, 2002

Ron Sims, County Executive  
516 Third Avenue, Room 400  
Seattle, WA 98104-2312

Re: Support for Northwest Center Pool Proposal

Dear Executive Sims:

At its meeting of December 2, 2002, the Woodinville City Council committed by vote \$25,000 annually for three years toward the municipal subsidy for the Northwest Center pool operation. This money will be combined with \$50,000 from the City of Bothell and \$25,000 from the Northshore School District to form the necessary \$100,000 municipal subsidy.

Please take this as an expression of support for transfer of ownership of the Northshore Pool from King County to the Northwest Center. The City Council received a report and proposal from the Northwest Center that satisfied its concerns about Northwest Center ownership.

The Council was very happy to do it to keep continuity of aquatic programs while the area local agencies figure out a long-term trajectory. We urge your cooperation with the Northwest Center for a quick and orderly transition of ownership.

Sincerely,

Pete Rosa  
City Manager

Pc: City Council  
John Mautz, Northwest Center

17301 133rd Avenue NE • Woodinville, WA 98072-8594  
425-489-2700 • Fax: 425-489-2705, 425-489-2756

♻️ printed on recycled paper

12/11/02 WED 16:11 FAX 206 296 3749  
12/04/0 13:52 FAX 425 489 6007

KING CO DNR  
STU SERU / STAFF DEV

→→→ EXECUTIVE OFFICE 003

ATTACHMENT C

14556



Northshore  
School District

Student Services, Activities,  
Athletics, Health, Student Support

Craig Hopkins, Director

18315 Bothell Way NE  
Bothell WA 98011-1983  
(425) 489-6344

December 4, 2002

The Honorable Ronald Sims  
King County Executive  
400 King County Courthouse  
516 Third Ave  
Seattle WA 98104

Dear Mr. Sims:

In response to your request, our administration is recommending that the Northshore School District participate with the cities of Bothell and Woodinville in support of the Northwest Center's proposal to operate the Northshore Forward Thrust Swimming Pool. The attached memorandum, with details, is going to the School Board for First Reading on December 10, 2002.

Sincerely,

A handwritten signature in cursive script that reads "Craig Hopkins".

Craig Hopkins  
Director for Student Services

cc: Board of Directors  
Dan Vaught  
Dr. Pamela Steele

14556

ATTACHMENT D



CITY MANAGER'S OFFICE

9611 S.E. 36th St. • P.O. Box 1440 • Mercer Island, WA 98040-1440  
(206) 236-3570 • FAX: (206) 236-3651

December 4, 2002

The Honorable Ron Sims  
King County Executive  
516 Third Avenue, Room 400  
Seattle WA 98104-3271

RE: Northwest Center Proposal for the Mary Wayte Pool

Dear Executive Sims:

At their meeting on December 2nd, the Mercer Island City Council took action to allocate One Hundred Thousand Dollars and No/100 (\$100,000.00) in 2003 in support of the Northwest Center's plan to operate Mary Wayte Pool. With this action, the City Council agreed to subsidize Northwest Center's operation of the Pool in accordance with their proposed business plan to own and operate certain King County pools.

Having made this financial commitment, the City anticipates that King County will enter into a contract with Northwest Center as soon as possible to avoid closing the Pool. We look forward to King County and Northwest Center reaching an agreement on the transfer of title in order to allow the City of Mercer Island to enter into an operations subsidy agreement with Northwest Center.

Should you have any additional questions, please do not hesitate to contact me.

Sincerely:

*Richard M. Conrad*  
Richard M. Conrad  
City Manager

Copied: Mayor, Deputy Mayor and City Councilmembers  
Deb Symmonds, Deputy City Manager  
Dave Wunderlin, President & CEO, Northwest Center  
John Mautz, Vice President Commercial Operations, Northwest Center  
Carrie George, President Mercer Island School Board  
Superintendent Paul Sjunnesen, Mercer Island School District  
Karen Reed, Special Projects Coordinator, King County DNRP

DEC - 6 2002

RECEIVED \_\_\_\_\_

KING COUNTY EXECUTIVE OFFICE

TO: DW

DUE DATE: \_\_\_\_\_

AUTHOR: \_\_\_\_\_

SUBJECT: \_\_\_\_\_

ACTION

\_\_\_\_\_  
RESPONSE FOR EXEC. SIG.

\_\_\_\_\_  
RESPOND FOR EXECUTIVE

REVIEWED BY \_\_\_\_\_

F.Y.I



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# City of Bothell

14556  
ATTACHMENT E

December 4, 2002

The Honorable Ron Sims  
King County Executive  
King County Courthouse  
516 Third Avenue  
Room 400  
Seattle, WA 98104

Dear Executive Sims:

RECEIVED DEC - 5 2002  
KING COUNTY EXECUTIVE OFFICE  
TO: anrp  
DUE DATE: \_\_\_\_\_  
AUTHOR: \_\_\_\_\_  
SUBJECT: \_\_\_\_\_  
ACTION  
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RESPONSE FOR EXEC. SIG.  
\_\_\_\_\_  
RESPOND FOR EXECUTIVE  
REVIEWED BY \_\_\_\_\_  
F.Y.I

Per Karen Reed's request, this letter is to acknowledge Bothell's support for King County consideration for transferring ownership and operations of the Northshore Pool to the Northwest Center by January 1, 2003, if possible. The Bothell City Council has discussed the Northwest Center's proposal on two separate occasions and, at its regular meeting of December 2, 2002, received an update confirming the Northwest Center's intent to move forward with a negotiated agreement regarding this facility with King County, the cities of Bothell and Woodinville, and the Northshore School District.

The Northwest Center's latest proposal to the City of Bothell indicated a need for local jurisdictions to contribute \$100,000 annually to the estimated operating subsidy for the Northshore Pool. The Bothell City Council has previously authorized staff to negotiate an agreement with the Northwest Center that would include an operating subsidy contribution from Bothell of \$50,000 annually, up to a maximum of 3 years. It is our understanding that the City of Woodinville and the Northshore School District have each committed to negotiating a contribution level of \$25,000 annually, also up to a maximum of 3 years. This commitment of operating subsidy contributions for 3 years will provide time for the entire Northshore area to take a look at the region's long term aquatics, as well as other parks and recreation needs in order to determine if the community wants to continue to support the existing Northshore Pool or a more comprehensive and cost effective alternative.

It is Bothell staff's intent to request that the City Council finalize the agreement with the Northwest Center through the adoption of a formal interlocal at its regular meeting of December 16, 2002.

Sincerely,



Jim Thompson  
City Manager

cc: Bothell Mayor and City Council

**Professionalism • Respect • Innovation • Dependability • Employee Accountability**

City Administration  
18305 101<sup>st</sup> Avenue NE  
Bothell, WA 98011  
(425) 486-3256  
Fax: 486-2434  
www.ci.bothell.wa.us

Community Dev. & Public Works  
9654 NE 182<sup>nd</sup> Street  
Bothell, WA 98011  
(425) 486-8152  
Fax: 486-2489

Fire and E.M.S.  
10726 Beardslee Boulevard  
Bothell, WA 98011  
(425) 486-1678  
Fax: 486-4556

Police  
18410 101<sup>st</sup> Avenue NE  
Bothell, WA 98011  
(425) 486-1254  
Fax: 487-0650

Municipal Court  
10116 NE 183<sup>rd</sup> Street  
Bothell, WA 98011  
(425) 487-5587  
Fax: 488-3052