

MEMORANDUM OF UNDERSTANDING
Between
KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS ("DNRP")
and
COMMUNITY ALLIANCE TO REACH OUT AND ENGAGE ("CARE")
and
STEWARDSHIP OF WETLAND AREAS BY NEIGHBORS ("SWAN")
and
FOUR CREEKS UNINCORPORATED AREA COUNCIL ("FCUAC")

This Memorandum of Understanding ("MOU") is executed by DNRP, CARE, SWAN, and FCUAC (collectively, the "Parties"). This MOU sets forth the Parties' mutual understanding regarding, and intent to negotiate further agreements for, a collaborative partnership for the Four Creeks Community.

RECITALS

WHEREAS, King County, a home rule charter county and political subdivision of the State of Washington, is the owner of the following properties, all of which are located in King County: a stormwater facility commonly known as Cemetery Pond; a 20-acre park commonly known as Coalfield Park; Tributary 0291A, which flows into May Valley Basin; and certain land which DNRP intends to develop as the Cedar River to Lake Sammamish Trail (collectively, the "Sites"); and

WHEREAS, CARE is a not-for-profit Washington corporation that is tax-exempt under section 501(c)(4) of the Internal Revenue Code, and which represents the concerns of residents on the East Renton plateau between the Cedar River and May Valley; and

WHEREAS, SWAN is an extension of CARE whose mission is to act as a liaison between governing agencies and the community to promote the health and appropriate development of Cemetery Pond; and

WHEREAS, FCUAC is a not-for-profit Washington corporation that is tax-exempt under section 501(c)(3) of the Internal Revenue Code, and which operates as a community-based, open-membership entity organized to advocate for citizen participation in the unincorporated area that lies between Renton, Newcastle, Issaquah, and Maple Valley in the State of Washington, commonly known as the Four Creeks Community; and

WHEREAS, RCW 35.21.278 empowers King County to contract with a chamber of commerce, a service organization, a community youth, or athletic association, or other similar association located and providing service in the immediate neighborhood, for drawing design plans, making improvements to a park, school or playground, or public square, installing equipment or artworks, or providing maintenance services for the facility as a community or neighborhood project; and

WHEREAS, the Parties desire to form a collaborative partnership designed to identify common goals within the Four Creeks Community; and

WHEREAS, the Parties desire to engage in long-range planning within the Four Creeks Community; and

WHEREAS, the Parties desire to use collective resources and work together to establish effective and sustainable solutions within the Four Creeks Community; and

WHEREAS, DNRP has determined that community improvements and maintenance to the Sites would bring significant and unique public recreation value to the citizens of the Four Creeks Community; and

WHEREAS, in 2008, the Parties executed a MOU setting forth the Parties' mutual understanding regarding, and intent to negotiate further agreements for a collaborative partnership for the Four Creeks Community, the term of which was extended through June 2011; and

WHEREAS, in 2011, the Parties updated the MOU extending its term through August 2013; and

WHEREAS, the Parties wish to renew the terms of the MOU for an additional period;

NOW, THEREFORE, the Parties hereby document their intent to work together to establish effective and sustainable solutions for the Sites in the Four Creeks Community:

1. SITES. The stewardship area includes transportation, recreation and hydrology. A map of the area is included in Attachment A.
 - Cemetery Pond is a stormwater flow-control facility that was created by installing a flow control structure on the outlet of an existing wetland. It provides detention for nearby residential and commercial development. The pond is located south of the intersection of 164th Avenue SE and SE 128th Street in unincorporated King County east of Renton, Washington. This facility is near the headwaters of Tributary 0291A, which flows into the May Valley Basin.
 - The Tributary 291 sub-basin includes Tributaries 291A, 291B, 219C, and 291D. Tributary 291A originates at the Cemetery Pond.
 - Coalfield Park is a 20-acre local park located at SE 123rd Street and 164th Avenue SE in unincorporated King County east of Renton, Washington. This park contains two baseball fields, a soccer field, an open playfield, two picnic areas, a play equipment area, and restroom facilities.
 - The Cedar River to Lake Sammamish Trail is a planned trail that will be a key link connecting south King County communities from Renton to Maple Valley to the Issaquah area, and to trails which head both north and east from there.
 - There are existing and planned trails in the stewardship area.

- 164th Ave SE from SE 128th to SR 900 is the major vehicle corridor in the stewardship area.
- 2. PARTIES; REPRESENTATIVES; NOTICE. The Parties to this MOU are DNRP, CARE, SWAN, and FCUAC. As between the Parties, all communication, notices, coordination, and other aspects of this MOU shall be managed by:

<u>On behalf of DNRP:</u> Christie True DNRP 201 South Jackson Street, Suite 700 Seattle, WA 98104 Phone: 206-296-6500 Email: christie.true@kingcounty.gov	<u>On behalf of CARE:</u> Gwendolyn High CARE P.O. Box 2936 Renton, WA 98056 Phone: 206-888-7152 Email: gwendolynhigh@hotmail.com
<u>On behalf of SWAN:</u> Debi Eberle SWAN P.O. Box 2936 Renton WA 98056 Phone: 206-888-7152 Email: swanvolunteers@hotmail.com	<u>On behalf of FCUAC:</u> Peter Eberle FCUAC P.O. Box 3501 Renton WA 98056 Phone: 425-830-1879 Email: council@fourcreeks.org
- 3. TERM. The term of this MOU shall commence on the date the MOU is first signed below, and shall end on August 31, 2019 ("the Term"). The Parties may agree, in writing, to amend or renew this MOU or to extend its duration beyond the Term, unless it expires or is terminated earlier as provided in Section 9.
- 4. MAINTENANCE AGREEMENTS. The Parties may negotiate and enter into one or more Maintenance Agreements with regard to one or more of the Sites. The purpose of such Maintenance Agreements would be to identify the key responsibilities and obligations of the Parties with regard to the Sites. The Parties intend that the elements set forth in this MOU, or other elements substantially similar to them, should be incorporated into any Maintenance Agreements that may ultimately be negotiated between the Parties regarding the Sites. The express terms and conditions of the Maintenance Agreements, if any, shall control the long-term relationship between the Parties, and this MOU will not have any long-term force or effect. CARE, SWAN, and FCUAC understand, acknowledge, and agree that approval of the King County Council may be required for DNRP to execute any proposed Maintenance Agreement(s), depending on the specific terms and conditions included in the agreement(s).
- 5. STEWARDSHIP ELEMENTS. The elements of stewardship to be covered by any Maintenance Agreement between the Parties include:

- Hydrology;
 - Fish and Wildlife;
 - Parks and Recreation; and
 - Clean Community
6. DESIRED OUTCOMES. The Parties seek to achieve tangible outcomes from their partnership, including, but not limited to:
- Highly coordinated and communicated plans and actions;
 - Effective community stewardship of a regional stormwater facility (Cemetery Pond), and improvement of systemic drainage issues involving Cemetery Pond and Tributary 0291 sub-basin;
 - Stewardship actions that prevent harm and produce benefit outside the stewardship area;
 - Development and realization of community stewardship;
 - Development and realization of a community vision for Coalfield Park;
 - Development and realization of a community vision for trails;
 - Clean-up of illegal dumping and littering;
 - Maintenance of existing habitat improvements;
 - Control and prevention of invasive vegetation;
 - Monitoring of beaver deceiver and beaver activity in Tributary 0291 sub-basin;
 - Community outreach, interpretive signage, and education; and
 - Comprehensive mapping and spatial analysis of the MOU stewardship area and elements.
7. DETAILED WORK PLAN. Attachment B contains an expanded description of the desired outcomes along with a detailed work plan list.
8. CURRENT STATUS. A description of the current status in the major stewardship areas, including historical efforts, is contained in Attachment C.
9. TERMINATION; EXPIRATION. The Parties agree that this MOU may be terminated as follows:
- A. Termination for Lack of Appropriation. Any King County obligations under this MOU beyond the current appropriation year are conditioned upon the King County Council's appropriation of sufficient funds to support such obligations. If the King County Council does not approve such appropriation, then King County participation in the activities contemplated under this MOU will terminate automatically at the close of the current appropriation year.
 - B. Termination With or Without Cause. CARE, SWAN, or FCUAC may each terminate their own participation under this MOU, with or without

cause, at any time by providing thirty (30) days written notice to the other Parties. Termination by CARE, SWAN, or FCUAC shall not terminate the MOU as between the remaining parties. King County may also terminate its participation under this MOU with or without cause at any time by providing thirty (30) days written notice to the other Parties. Termination by King County shall terminate this MOU as to all Parties and all Sites.


- C. Expiration. This MOU expires (a) at 11:59 PM on August 31, 2019, or (b) upon King County's approval or rejection, in its sole discretion, of a proposed Maintenance Agreement or Agreements for one or more of the Sites, whichever of (a) or (b) occurs earlier;

PROVIDED, that the County's approval or rejection of a proposed Maintenance Agreement regarding one Site shall not cause this MOU to expire as to any remaining Sites.

10. MOU LIMITATIONS. The Parties, by and through their undersigned representatives, understand, acknowledge, and agree that this MOU creates an agreement to continue to negotiate in good faith through the end of the Term, subject to the Parties' termination rights set forth in Section 9; PROVIDED THAT the Parties also understand, acknowledge, and agree that this MOU creates no other legal right, obligation, or cause of action in King County or in CARE, SWAN, or FCUAC, or any of them. CARE, SWAN, and FCUAC each expressly agree that this MOU does not bind or otherwise require King County to authorize or to execute a Maintenance Agreement with CARE, SWAN, or FCUAC, or any of them. Nothing in this MOU shall create any legal right, obligation, or cause of action in any person or entity not a party to it.

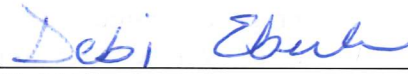
IN WITNESS WHEREOF, the Parties hereto have executed this MOU, effective as of the date first written below.

King County Department of Natural Resources and Parks

By 
Christie True

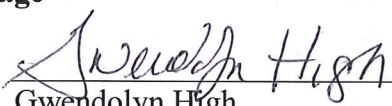
Date 8/11/2017

Stewardship of Wetland Areas by Neighbors

By 
Debi Eberle

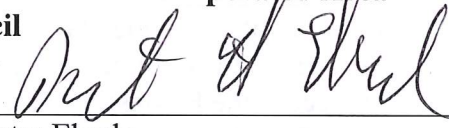
Date 7.24.17

Community Alliance to Reach Out and Engage

By 
Gwendolyn High

Date 7/24/17

Four Creeks Unincorporated Area Council

By 
Peter Eberle

Date 8-8-2017