

## **Memorandum of Understanding**

The purpose of this Memorandum of Understanding (“MOU”) is to describe the roles and relationship of the South Whidbey Parks & Recreation District (“District”) and the South Whidbey Parks Aquatic Foundation (“Foundation”) (collectively hereafter referred to as the “Parties”) as it currently relates to the proposed South Whidbey Aquatic Center (“Aquatic Center” or “Project”) as further described below. The Parties anticipate that, as the Project successfully progresses, future subsequent superseding Memorandums of Understanding may be entered into.

**THE DISTRICT:** The District is a publicly established parks and recreation district that currently owns, operates and manages properties comprised of various existing buildings and facilities located on multiple sites in southern Island County, Washington.

**THE FOUNDATION:** The Foundation is an independent 501(c)(3) entity established primarily as the planning and fundraising instrument for the Project.

**THE PROJECT:** The Project is generally described as a new approximately 20,000 square feet enclosed building that contains one 4,200 square feet 8-lane training pool, one 1,200 square feet wellness/teaching pool, and one 300 square feet therapy pool. Additionally, the Project provides public reception area, showers and bathrooms, changing/locker rooms, , multipurpose/meeting rooms, a physical therapy treatment space, a dry land fitness area, and office space for operations staff. The Project is expected to be publicly open year-around and operated by full- and part-time trained staff. The Parties agree that a designated area of the existing Community Parks facility (“Preferred Property”) located at 5495 Maxwellton Rd., Langley, WA 98260 is the preferred site depending on its development suitability. If the Preferred Property the Project is found to not be suitable or feasible the Foundation and the District may seek other suitable development properties.

**COOPERATION:** The Parties currently share the same vision for development of the Project. Accordingly, the Parties agree to fully cooperate with each other at all times in the realization and development of the Project. The Parties anticipate the creation of a mutually representative separate entity composed of members from both the Foundation and the District that will be responsible for supervising the development and construction of the Project. The Parties also anticipate that if the Project is successfully developed the District will become the owner and operator of the Project under separate agreement.

**TERMINATION:** Each of the Parties can, upon 30 days notice to the counter-party, terminate its association from the MOU as each organization sees fit. A subsequently developed Memorandum of Understanding supersedes all previous fully executed Memorandum of Understanding.

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President, South Whidbey Parks & Recreation District Board of Commissioners

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Printed Name

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

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President, South Whidbey Parks and Aquatics Foundation

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Printed Name

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