

# **INFORMATIONAL MEMORANDUM**

## **Tukwila Metropolitan Park District**

**TO: Tukwila Pool MPD Board President**

**FROM: Peggy McCarthy, Interim Finance Director**

**DATE: November 8, 2011**

**SUBJECT: Amend Interlocal Agreement**

### **ISSUE**

Extend the duration of the current interlocal agreement for support services between the City of Tukwila and the Metropolitan Park District (MPD).

### **BACKGROUND**

The MPD would like to extend the interlocal agreement with the City by one year changing the termination date from January 15, 2012 to January 15, 2013 to allow more time to evaluate and put in place the appropriate administrative support structure for the MPD.

### **DISCUSSION**

City staff agrees with the proposed extension of time and recommends the Board approve the addendum to the interlocal agreement with the City for provision of the support services by City staff to the MPD:

### **RECOMMENDATION**

Staff is recommending adoption of Addendum I to the Interlocal Agreement. This item is scheduled for the November 14, 2011 MPD Board meeting. If approved by the Board, the agreement will then come before the Tukwila City Council at the November 21, 2011 Regular City Council Meeting for approval.

### **ATTACHMENTS**

Addendum I to Interlocal Agreement  
Interlocal Agreement



**ADDENDUM NO. 1**

**ADDENDUM TO INTERLOCAL AGREEMENT FOR SUPPORT SERVICES  
BETWEEN THE CITY OF TUKWILA AND  
THE TUKWILA POOL METROPOLITAN PARK DISTRICT**

**THIS ADDENDUM** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Tukwila and the Tukwila Pool Metropolitan Park District, both of whom are Washington municipal corporations, in accordance with the Interlocal Cooperation Act (RCW 39.34).

**ITEM ONE REVISION TO SECTION II AGREEMENT:** That Item 1.1. "Term" is amended to read as follows:

1. Term of Agreement and Renewal.

1.1 Term. This Agreement shall be valid until **January 15, 2013.**

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

CITY OF TUKWILA

TUKWILA POOL METROPOLITAN  
PARK DISTRICT

By: \_\_\_\_\_  
Jim Haggerton, Mayor

By: \_\_\_\_\_  
Allan Ekberg Board President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Verna Seal, Clerk of the Board

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Shelley M. Kerslake, City Attorney

\_\_\_\_\_  
Lisa M. Marshall, Attorney for TPMPD



**INTERLOCAL AGREEMENT  
FOR SUPPORT SERVICES  
BETWEEN THE CITY OF TUKWILA AND  
THE TUKWILA POOL METROPOLITAN PARK DISTRICT**

In accordance with the Interlocal Cooperation Act (RCW 39.34), the City of Tukwila ("Tukwila") and the Tukwila Pool Metropolitan Park District ("TPMPD"), both of whom are Washington municipal corporations, hereby enter into the following agreement:

**I. RECITALS**

Tukwila and TPMPD, through their respective legislative bodies, have declared their intent to create a relationship whereby TPMPD contracts for support services from Tukwila; and

Tukwila and TPMPD recognize that the cost savings from shared support services greatly outweighs the increased facility and administrative expenses in creating and maintaining separate facilities and accounting practices associated with the operation of the City of Tukwila Pool and related services;

Now, Therefore, Tukwila agrees to provide, and TPMPD agrees to pay for, support services to facilitate the operation of TPMPD and the City of Tukwila Pool:

**II. AGREEMENT**

**1. Term of Agreement and Renewal.**

1.1 Term. This Agreement shall be valid from the Effective Date set forth in Section 4.1 of this Agreement until January 15, 2012.

1.2 Renewal. This Agreement may be renewed only by written agreement of both Parties.

**2. Scope of Work.**

2.1 Duties shall be performed primarily by the incumbent identified by job title, however, the City Administrator may delegate responsibilities based on staff availability and organizational needs. Tukwila shall perform the following duties for TPMPD:

A. Administrative Services performed by the City Clerk:

1. Production of minutes for TPMPD meetings;
2. Collect agenda items, prepare agendas, and prepare meeting packets and agenda items;
3. Prepare meeting rooms;

4. Notice meetings; and
5. Organize and maintain District records and files according to state archive requirements.

B. Information and Technology Services:

1. Consult with the TPMPD Board of Commissioners on TPMPD website design and creation, including e-mail capability;
2. Build TPMPD website;
3. Maintain and post documents, and update TPMPD's website; and
4. Provide support of computers, telephones, cell phones, printers, copiers, fax machines used by the TPMPD.

C. Finance:

1. Prepare annual report to the State Auditor's Office;
2. Support State Auditor's Office with annual audit;
3. Maintain records and prepare reports, such as monthly expense and revenue reports;
4. Provide general accounting services, monthly reports to the Board on the status of TPMPD funds;
5. Provide semi-monthly payroll processing, file any necessary monthly, quarterly and/or annual payroll reports and returns;
6. Provide Accounts Payable services, payment of invoices and Purchasing Card administration; and
7. Provide risk management administration.

D. Parks and Recreation:

1. Project Management Support;
2. Maintenance of exterior pool grounds/landscaping;
3. Janitorial services; and
4. Pool staff and management.

E. Human Resources:

1. Recruitment of TPMPD employees;
2. Maintenance of employee records; and
3. Benefit administration.

3. Cost of Support Services and Payment.

- 3.1 Cost Basis. TPMPD shall pay Tukwila for providing support services based on the hourly wages and benefits of City staff and their time spent providing support services, plus 10% for overhead expenses. The services provided under this agreement shall not exceed \$7,500.00 per month.
- 3.2 Monthly Invoice. Tukwila shall provide to TPMPD a monthly invoice for support services provided to TPMPD no later than 15 business days after the end of each month. Payment shall be due from TPMPD 30 days from the date of invoice and made payable to the City of Tukwila.
- 3.3 Transfer of Tukwila Pool Assets. Due to the formation of the TPMPD, Tukwila no longer is in need of the assets associated with the Tukwila Pool. For the consideration of \$100.00 Tukwila will transfer the assets listed on Exhibit A. to the TPMPD.

4. General Provisions.

- 4.1 Effective Date. This Agreement shall be effective upon ratification by each Party's governing body and execution by TPMPD's Board President and the Mayor of Tukwila.
- 4.2 Amendment. This Agreement may be amended only upon the consent of both Parties. Any amendments shall be in writing and shall be ratified and executed by the Parties in the same manner in which this Agreement was originally adopted.
- 4.3 Waiver. The waiver by any party of any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same term, covenant, or condition of this Agreement.
- 4.4 Severability. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby.
- 4.5 Entire Agreement. This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

4.6 Counterparts. This Agreement shall be effective whether signed by all Parties on the same document or signed in counterparts.

4.7 Notices. Any notice to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested, or by personal service to the following:

For Tukwila:

Christy O'Flaherty  
City Clerk  
City of Tukwila  
6200 Southcenter Blvd.  
Tukwila, WA 98188

For TPMPD:

Adam Ekberg  
President  
TPMPD  
6200 Southcenter Blvd.  
Tukwila, WA 98188

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

CITY OF TUKWILA

TUKWILA POOL METROPOLITAN  
PARK DISTRICT

By: Jim Haggerton  
Jim Haggerton, Mayor  
Dated: September 14, 2011

By: Alan Hagg  
Title: Board President  
Dated: September 12, 2011

Attest:

Christy O'Flaherty, for:  
Christy O'Flaherty, City Clerk

Attest:

Christy O'Flaherty  
Title: Clerk of the Board

Approved as to Form:

Shelley M. Kerslake  
Shelley M. Kerslake, City Attorney

Approved as to Form:

Lisa M. Marshall  
Lisa M. Marshall, Attorney for TPMPD

Attachment: Exhibit A



TUKWILA POOL ASSETS

purchase date	asset_type	asset_desc	Years of Dep	original_cost	Accumulated Depreciation thru 12/31/2010	Book Value as of 12/31/2010
12/31/2003	bidg	Tukwila City Pool	7	2,180,200.00	292,628.00	1,887,572.00
12/31/2003	non-bidgim	Tukwila City Pool	7	9,593.00	4,480.00	5,113.00
12/31/2004	bidg	Tukwila City Pool - 2004 addition to GFA-3.17	6	98,762.00	11,850.00	86,912.00
12/31/2005	machequip	Artwork: Tukwila Pool Mural Project	0	5,440.00	-	5,440.00
12/31/2005	bidg	Tukwila City Pool - 2005 addition to GFA-3.17 (301 Fund)	5	51,952.94	5,195.29	46,757.65
12/31/2005	bidg	Tukwila City Pool: Diving Board (301 Fund)	5	8,170.12	4,085.06	4,085.06
12/31/2005	bidg	Tukwila City Pool: Heat Exchanger (301 Fund)	5	9,868.85	4,934.43	4,934.43
12/31/2005	bidg	Tukwila City Pool: Mechanical Room Doors (301 Fund)	5	6,177.43	2,059.14	4,118.29
12/31/2005	bidg	Tukwila City Pool: 2005 additions to GFA-3.17 (301 Fund)	5	9,730.00	4,865.00	4,865.00
12/31/2005	bidg	Tukwila City Pool: 2005 additions to GFA-3.17 (301 Fund)	5	7,390.00	739.00	6,651.00
12/31/2006	bidg	Tukwila City Pool: 2006 HVAC & Painting Imps. (301 Fund)	4	8,964.00	2,390.40	6,573.60
					\$ 333,226.32	\$ 2,063,022.02
					\$ 2,396,248.34	\$ 2,063,022.02

