

TUKWILA POOL METROPOLITAN PARK DISTRICT

REGULAR MEETING

of the Board of Commissioners

Kate Kruller, *President of the Board*
Joe Duffie, *Clerk of the Board*

Board Members: ▶ **Allan Ekberg** ▶ **Kathy Hougardy**
 ▶ **Verna Seal** ▶ **De'Sean Quinn**

Thursday, May 28, 2015, 6:30 PM

RES. # 2015-7

VALLEY VIEW SEWER DISTRICT CONFERENCE ROOM AT 3460 S 148TH SUITE 100, TUKWILA, WA.

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL		
2. APPROVE AGENDA		
3. CITIZEN COMMENTS <i>(limited to 4 minutes)</i>		
4. CONSENT AGENDA	a. Approve past meeting minutes: 4/30/2015 <i>(Special Meeting)</i>	Pg. 5
	b. Approve Voucher(s) 05-11-2015, 05-14-2015, 05-22-2015	Pg. 10
5. REPORTS	a. Commissioners	
	b. Executive Director Committee Summary (5/14/2015)	
	c. Administrative Director	
	d. Aquatics Manager	
	e. Financial Support Services – GDM Financial Solutions	
	(1) Beginning Balance Sheet (2) 2015 Budget vs. Actual QB Report (3) 2015 Jan-Apr Budget vs. Actuals	Pg. 17 Pg. 19 Pg. 20
	f. Tukwila Pool Advisory Committee (TPAC):	
	(1) TPAC Chair report (2) TPAC minutes	Pg. 23 Pg. 24

6. BUSINESS ITEMS	<p>a. State Auditor's Office – Tukwila Pool Metropolitan Park District Audit Update. (For Information Only)</p> <p>b. Adopt Proposed TPMPD General Operating Policies</p> <p>1. A motion of the Board of Commissioners of the Tukwila Pool Metropolitan Park District adopting General Operating Policies.</p> <p>TPMPD 310 - Operating Hours and Holiday Closures TPMPD 312 - Commercial Use of District Facilities TPMPD 315 - Facility Rentals TPMPD 320 - Admissions and Refunds TPMPD 330 - Gender Equity in Programming TPMPD 335 - Head Injury, Concussions and Sudden Cardiac Arrest TPMPD 350 - Facility Use Rules TPMPD 355 - Sex Offenders TPMPD 360 - Pool Contamination Guidelines</p> <p>c. MRSC Rosters Model Small Public Works, Consultant, and Vendor Rosters Resolution (For Information Only) MRSC Contract process is in progress – effective June 1, 2015.</p> <ul style="list-style-type: none"> • Application/Contract Complete; Payment in progress \$120 payment. <p>d. Tukwila Pool Metropolitan Park District Governance Review The Board of Commissioners of the Tukwila Pool Metropolitan Park will hold a forward-looking discussion on governance, learn about options, and discuss what steps and processes need to be in place to make any future changes.</p> <p>e. TPMPD Attorney Memorandum – Form of Governance Updated from April 30, 2015 Version 05-12-2015</p> <p>f. Fire & Security Alarm update (for informational purposes):</p> <p>(1) contract ACE FIRE & SECURITY SYSTEMS Fire Inspection & Services Agreement, radio installation 05/20/2015</p> <p>(2) CUSTOM Security Systems Monitoring Agreement 05/22/2015</p> <p>g. Appendix B – June 20, 2015 Tukwila Pool Special Event</p> <p>h. Next TPMPD Executive Director Committee meeting is Thursday, June 11, 2015 at 5:30 p.m. at the Tukwila Pool facility located at 4414 S 144th, Tukwila, WA 98168</p> <p>i. Next TPMPD Board of Commissioners meeting is Thursday, June 25, 2015 at 6:30 p.m. at Valley View Sewer District Conference Room located at 3460 S. 148th Suite 100, Tukwila, WA 98168</p>	<p>Appendix A</p> <p>Pg. 26</p> <p>Pg. 27</p> <p>Pg. 31</p> <p>Pg. 33</p> <p>Pg. 35</p>
7. MISCELLANEOUS		

8. EXECUTIVE SESSION
The TPMPD Board of Commissioners may recess into Executive Session to consider the employment or dismissal of personnel, to review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate or other matters per RCW 42.30.110
9. ADJOURNMENT

Tukwila Pool Metropolitan Park District Board meeting minutes are published when finalized.

**VALLEY VIEW SEWER DISTRICT CONFERENCE ROOM
AT 3460 S 148TH SUITE 100, TUKWILA, WA
is wheelchair accessible.**

Reasonable accommodations are available at public hearings with advance notice to the TPMPD President of the Board of Commissioners (206-853-9330 or kkruller@tukwilapool.org). Notice of this meeting is available at www.tukwilapool.org, and in alternate formats with advance notice for those with disabilities.

Tukwila Metropolitan Park District

Mission, Vision, Core Values and Goals

Mission Statement

The mission of the Tukwila Pool Metropolitan Park District is to provide the best run municipal aquatics program in the state.

Vision Statement

Our vision is to provide a sustainable and efficient pool that exceeds the community's needs.

Core Values

- **Programming** – Offer programming and public use times that are responsive to the demands of the community and contribute to the overall health and wellness of the community.
- **Education** – Offer an aquatic education program to teach the lifelong skill of swimming and promote safe behaviors in, on and around the water to individuals of all abilities.
- **Dependability/Sustainability** – Conduct business in a manner that ensures the community can come to depend on aquatics as an available service they can enjoy for generations to come.
- **Atmosphere** – We will create an inviting, supportive, and caring atmosphere that community members have ownership of and want to be a part of.
- **Partnership** – Foster a spirit of collaboration and creativity in order to be prepared to work with other community service providers to enhance the services available for community members.
- **Fun** – Work at providing fun and enjoyable activities for all ages and abilities

Goals:

- To operate a financial self-sustaining aquatics program.
 - Develop long term plan
 - Ensure efficient operations
 - Capitalize on grants/funding opportunities
 - Develop business partnerships
- To provide a pool that is a safe haven.
 - Maintain and provide continued training to ensure qualified lifeguards and staff
 - Ensure a safe and healthy place to recreate and learn
 - Protect kids
 - Coordinate water safety education
- To be welcoming and inclusive to all.
 - Create an inviting facility
 - Address transportation needs
 - Maintain high performance employees
 - Eliminate barriers
- To maintain and support community involvement in the pool.
 - Address transportation for kids
 - Promote swimming within school district(s) physical education programs
 - Develop regional partnerships
 - Growing investments
- To provide creative and relevant programs
 - Provide long-term aquatic operations
 - Deliver swim opportunities to all in the District
 - Have the best swim team in the state
 - Offer free open swim – community swim
- To provide annual performance reporting to the community.
- Continue to review governance.

4.a Approve past meeting minutes

TUKWILA POOL METROPOLITAN PARK DISTRICT

April 30, 2015

6:30 p.m.

Valley View Sewer District Conference Room

BOARD OF COMMISSIONERS *SPECIAL* MEETING MINUTES

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Board President Kruller called the Special Meeting of the Tukwila Metropolitan Park District (MPD) to order at 6:37 p.m. Pledge of Allegiance lead by Brian Snure, Park District Attorney.

TUKWILA METROPOLITAN PARK DISTRICT COMMISSIONERS

Present were Joe Duffie, Kate Kruller, Verna Seal, De'Sean Quinn, Kathy Hougardy, Allan Ekberg.

TUKWILA METROPOLITAN PARK DISTRICT OFFICIALS

Brian Snure, Park District Attorney, Kim McCoy, Administrative Director, Dave Perkins, Aquatics Manager.

MOVED BY SEAL, SECONDED BY DUFFIE TO MOVE ITEM E ABOVE ITEM A. MOTION CARRIED 6-0.

CITIZEN COMMENTS

Robert Neuffer, 13813 37th Ave S., states that the citizens who come to these meetings make suggestions for improving the way the pool governance is handled. He would like to see more of these ideas taken under advisement and reported back to the public at these meetings.

Christine Neuffer, 13813 37th Ave S., stated, on behalf of the Sustain Tukwila Pool, feels the governance change is in the best interest for the pool's future.

Vanessa Zaputil, 15171 52nd Ave S., said that she would like some follow up from the Board regarding the possibility of Commissioner Robertson's rejoining the Board. She also feels that independent elections of TPMPD Commissioners is what people would prefer and asks that the Board move swiftly to accomplish this.

Board President Kruller stated that the Board is aware of citizen concerns and feels that all options need to be researched before action is taken to ensure the best outcome for all concerned.

CONSENT AGENDA

- A. Approval of Minutes: 3/26/15 (*Regular Mtg.*)
- B. Approval of Vouchers: 04/10/2015, 04/24/2015 and 04/30/2015

MOVED BY DUFFIE, SECONDED BY SEAL TO APPROVE THE MEETING MINUTES FOR 1-29-15 AS PUBLISHED. MOTION CARRIED 6-0.

REPORTS

- a. Financial Report

Mr. Dance gave his report for April. The rise in income for April is largely due to the property taxes being paid.

The balance sheet reflects both the income and expenses. The labor costs are leveling out and details are on the last page of the package. A Washington State audit will be done beginning May 1st for the years of 2013 and 2014, which was when the pool was under the City's leadership.

Commissioner Quinn wanted everyone to be aware that that there will be an expense incurred with this audit.

- b. Commissioner Seal said in her report that she attended the April Fool's event at the pool. Attendance was great and everyone seemed to have a great time.

Commissioner Ekberg echoed Commissioner Seal's sentiment about the wonderful event and also enjoyed it.

Board President Kruller reported that she preferred to go through the process that Seattle City Light has in place to get answers concerning the power outages and the impact they have on pool operations rather than write a letter. She had a conversation with Frank Iriarte at the City of Tukwila and asked him what he knew about this situation. Mr. Iriarte stated that he met with an account group manager at Seattle City Light and discussed the issues caused by the numerous power outages during the past two months. This discussion yielded the information that the last scheduled power outage would be May 3rd; however, if there are unexpected problems with their projects, there could be other outages required. Key personnel with Seattle City Light were unaware of the problems the pool was experiencing during these scheduled outages. Board President Kruller has given this information to Mr. Iriarte to discuss at his next meeting with Seattle City Light. Mr. Iriarte also indicated that the pool could file a claim for loss of revenue related to the outages. Board President Kruller received the forms for filing a claim electronically.

Mr. Perkins will re-connect with customers who were affected by the outages by posting flyers in apartment complexes, libraries, etc. to let them know that the pool will be open again for their regularly scheduled use.

- c. Executive Director Committee Update (Regular Meeting 04/09/15)

Board President Kruller stated that the committee met; however, the hiring situation was not discussed due to having to focus on the governance issue. The committee will meet again within seven working days to discuss the hiring situation.

- d. Aquatics Manager

Mr. Perkins reported that 110 kids have signed up for swim lessons. The Health Permit was sent in to the county. A new water aerobics instructor was hired. He thanked everyone for their help at the April Fool's day event.

- e. Administrative Director

Mr. McCoy reported that he has completed his first full month in his new position and the staff has been very helpful in getting him acclimated. He is working with the software being used at the pool and is hopeful that online registrations should be ready to implement next month. Security at the pool has been enhanced. In June there will be a WCIA audit for insurance and the details of the time period of the audit will be forthcoming. Mr. McCoy will attend the WCIA meeting on May 6, 2015. He also will be attending a two day Aquatics Facilities Operator Course to obtain certification as an AFO. Mr. McCoy is also a qualified lifeguard and could fill in should the need arise.

Mr. McCoy toured the William Shore Memorial Pool and facilities at Port Angeles. In addition, he thanked TPAC and the Marketing Committee for their efforts in improving the revenue stream. The next event at the pool will be May 16th, Pirates of the Pool Day. The T-1 line is up and running to cover should Comcast fail. Mr. McCoy alerted the Board that there is additional insurance needed for equipment.

Board President Kruller reported that all the exterior doors have been upgraded for security reasons.

Mr. McCoy also reported that the fire alarm system and radio need to be upgraded soon.

f. Tukwila Pool Advisory Committee (TPAC):

(1) TPAC Chair report

Vanessa Zaputil gave her report and noted TPAC recommended forwarding nine out of the ten policies listed to the Board.

The partnership with the library and the fire department helped spread the word about the events at the pool on the third Saturday of each month which helped increase attendance. Also, flyers were distributed to students to take home. Flyers will continue to be distributed to advertise these events. She also mentioned that STP is holding a volunteer event on Saturday, May 2nd, 10-1 to clean up and mow the pool grounds. Dave Puki is supplying the equipment.

Commissioner Seal commented that she is very pleased with the Committee's dedication to this community and the pool.

(2) TPAC minutes

6. BUSINESS ITEMS

a. Tukwila Pool Advisory Committee Vacancies for 2015 Appointments.

MOVED BY SEAL, SECONDED BY QUINN TO APPOINT SABAH YAGHOوبي TO THE TUKWILA POOL ADVISORY COMMITTEE. MOTION CARRIED 6-0.

Ms. Yaghoobi, 4670 191st Ave SE, stated that she lives in Issaquah and looks forward to the pool's future.

Mr. John Mah, 5310 S, 166 St., has applied for the remaining vacancy. Board President Kruller read his application into the record as he was not present at this meeting. Mr. Mah is a retired Boeing worker and is the chairman of the Sister City Program for the City of Tukwila and Japan. His interests are swimming, music, reading and exercising. He has been a resident of Tukwila for 35 years and was one of the original petitioners to keep the pool open.

MOVED BY DUFFY, SECONDED BY SEAL TO APPOINT JOHN MAH TO THE TUKWILA POOL ADVISORY COMMITTEE. MOTION CARRIED 6-0.

All adult positions in TPAC have been filled.

b. Adopt Proposed TPMPD Financial Policies

Mr. Snure suggested that policy 515 be tabled at this time. If it is needed later, it can be added.

515 - Post-Issuance Procedures for Tax Exempt Bonds – tabled.

520 - Purchasing Policy

525 - Accounts Receivable Policy

530 - Accounts Payable Policy

535 - Cash and Deposit Management

540 - Refunds and Reimbursements

545 - Budget Changes and Modifications

550 - Travel and Reimbursement Policy

555 - Capital Asset Policy

The Board inquired from Mr. Perkins if he felt that the \$5,000 limit was sufficient to cover the expenses he incurred in for pool operations as stated in Policy 520. Mr. Perkins felt that the limit of \$5,000 was fine as the expenses incurred to date do not rise above that amount.

MOVED BY SEAL, SECONDED BY DUFFY TO ACCEPT THE PURCHASING POLICY AS IT WAS AMENDED. MOTION CARRIED 6-0.

MOVED BY SEAL, SECONDED BY QUINN TO A UNIVERSAL AMENDMENT TO SUBSTITUTE EXECUTIVE COMMITTEE WHERE THE POLICIES READS FINANCIAL COMMITTEE. MOTION CARRIED 6-0.

MOVED BY SEAL, SECONDED BY DUFFY TO ACCEPT POLICIES 520, 525, 530, 535, 540, 545, 550 AND 555. MOTION CARRIED 6-0.

Mr. Snure explained that Policy 525 is concerning Accounts Receivable and addresses how to manage and process accounts receivable.

The Board briefly reviewed each policy and the consensus was that the policies were pretty standard.

c. MRSC Rosters Model Small Public Works, Consultant, and Vendor Rosters Resolution

MOVED BY SEAL, SECONDED BY DUFFY TO READ THE RESOLUTION BY TITLE ONLY. MOTION CARRIED 6-0.

A resolution of the Board of Commissioners of the Tukwila Pool Metropolitan Park District, establishing a small public works roster process to award public works contracts, a consulting services roster for architectural, engineering, and other professional services, and a vendor roster for goods and services not related to public works contracts. [Resolution 2015-6]

Additionally, TPMPD Board of Commissioners approved to register with the MRSC and enclose the \$120 payment.

MOVED BY QUINN, SECONDED BY SEAL TO ACCEPT THE RESOLUTION AS READ. MOTION CARRIED 6-0.

d. Tukwila Pool Metropolitan Park District Governance Review

The Board of Commissioners of the Tukwila Pool Metropolitan Park will hold a forward-looking discussion on governance, learn about options and discuss what steps and processes need to be in place to make any future changes.

Brian Snure wrote a legal memorandum and each member of the Board was given a copy. It states that the way the statute is written for pool districts it doesn't address changes in governance. In order to change the governance, the voters would have to approve the changes. In summary, there are a number of ways to change governance. One way is for the Board to adopt a resolution to change governance; however, this could lead to numerous legal challenges and possible court cases and is not the best solution.

A blended board or hybrid board is not an option. The Board could hold an advisory vote to see if the citizens want the change and then hold elections for Board Members in the next election. Another option is to hold both the advisory vote and elect new Board Members in the same election. If the Board makes this change, they will be putting five Commissioner Positions on the ballot and the current Commission will pay for that election; however, if the advisory vote is on that same ballot, there would be no extra charge. If the election has the advisory vote on the same ballot as the five Commissioner positions and the citizens vote no on changing governance, then the five elected Commissioners would have no jobs.

Commissioner Hougardy asked about the difference in cost if an advisory vote is held and then, if the citizens vote for a change, then post the five positions in the next election.

Mr. Snure stated that there is flexibility here as the law does not provide any method to change governance and that allows the rules to be written as the process is happening.

If the Board agrees the advisory vote could be on the ballot in November then the Commissioner elections could happen as early as February. Mr. Snure says this election could be done in two parts. According to the statute, it should be done on the same ballot, but a two part election could be done. The County would have to open a special filing period in order to do this.

Mr. Snure and the Board discussed this issue at length and the consensus is to make sure this process is done correctly and no decision has to be made at this time. This discussion will continue towards a conclusion as to when and what to put on the ballot for voting.

e. Next TPMPD Executive Director Committee

The next meeting will be held on Thursday, May 14th at 5:30 p.m. at the Tukwila Pool facility located at 4414 S 144th, Tukwila, WA 98168.

f. Next TPMPD Board of Commissioners

The next meeting is Thursday, May 28, 2015 at 6:30 p.m. at Valley View Sewer District Conference Room located at 3460 S. 148th Suite 100, Tukwila, WA 98168

7. MISCELLANEOUS None

8. EXECUTIVE SESSION

The TPMPD Board of Commissioners may recess into Executive Session to consider the employment or dismissal of personnel, to review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate or other matters per RCW 42.30.110

Board President Kruller called an Executive Session at 9:08 p.m. for 15 minutes.

Board President Kruller reconvened the meeting at 9:23 p.m.

9. ADJOURN

MOVED BY QUINN, SECONDED BY HOUARDY TO ADJOURN THE MEETING AT 9:25 P.M. MOTION CARRIED 6-0.

Kate Kruller, President, Board of Commissioners

4.b. Approve Vouchers



Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 05/11/2015
Total Amount: \$6,403.63
Control Total: 6
Payment Method: WARRANT

District Name: Tukwila Pool Metropolitan Park District
File Name: AP_TUKPLMPD_APSUPINV_20150507112339.csv
Fund #: 175910010

CONTACT INFORMATION

Preparer's Name: Alan R Dance

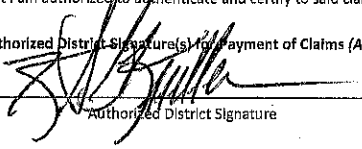
Email Address: TPMPD@forprivateclients.com

PAYMENT CERTIFICATION

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)):

	<u>5-7-2015</u>	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable
Attn: Special Districts
401 5th Avenue, Room 323
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov
Fax: (206) 263-3767

KING COUNTY FINANCE USE ONLY	
Batch Processed By:	
Date Processed:	



Special District Voucher Approval Document

KCV2.0

District Name: Tukwila Pool Metropolitan Park District

File Name: AP_TUKPLMPD_APSUPINV_20150507112339.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
AQUATIC SPECIALTY SERVICES, INC			8437	04/13/2015	\$164.25	
GDM PRIVATE FINANCIAL SOLUTIONS			52867	05/05/2015	\$1,526.90	
ORKIN PEST CONTROL			20150505	05/05/2015	\$83.70	
SEATTLE CITY LIGHT			20150427-01	04/27/2015	\$1,192.17	
SNURE LAW OFFICE, PSC			20141201	12/01/2014	\$2,509.50	
TUKWILA SCHOOL DISTRICT NO. 406			0000009775	04/21/2015	\$927.11	



Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 05/25/2015
Total Amount: \$6,037.44
Control Total: 15
Payment Method: WARRANT

District Name: Tukwila Pool Metropolitan Park District
File Name: AP_TUKPLMPD_APSUPINV_20150521135742.csv
Fund #: 175910010

CONTACT INFORMATION

Preparer's Name: Alan R Dance

Email Address: TPMPD@forprivateclients.com

PAYMENT CERTIFICATION

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)):

[Signature] 5-22-2015
Authorized District Signature Date

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable
Attn: Special Districts
401 5th Avenue, Room 323
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov
Fax: (206) 263-3767

KING COUNTY FINANCE USE ONLY:

Batch Processed By: _____

Date Processed: _____

Printed On Thursday, May 21, 2015 at 02:01:45 PM

Page 1 of 2

**Tukwila Pool Metropolitan Park District
Transaction Report
All Dates**

Date	Num	Name	Memo/Description	Split	Amount
05/12/2015	L108702	State Auditor's Office	18hrs of Audit services	514.20 Non-Operational Expenditures:Accounting, Audits and Election:State Auditor	1,550.55
05/11/2015	8611	Aquatic Specialty Services, Inc	AquaPerl, Pool Putty White, Pulsar Briquettes	33.2 Operational Expenditures:Supplies:Maintenance and Repairs Supplies:Pool Chemicals	940.59
04/30/2015	32142696	Airgas National Carbonation	Carbon Dioxide Liquidator	33.2 Operational Expenditures:Supplies:Maintenance and Repairs Supplies:Pool Chemicals	72.28
04/30/2015	32149204	Airgas National Carbonation	Service Charge	33.2 Operational Expenditures:Supplies:Maintenance and Repairs Supplies:Pool Chemicals	5.00
05/05/2015	94653413	Ricoh USA, Inc.	May Copier/Printer Rent	31.3 Operational Expenditures:Supplies:Office Supplies:Printing and Copying Supplies	236.70
05/01/2015	20150501	Valley View Sewer District	April Sewer Bill	46.4 Operational Expenditures:Services:Utility:Sewer	660.31
05/03/2015	12954344	Electric Lightwave	April Phone Bill	42.1 Operational Expenditures:Services:Communications:Telephone	86.06
05/12/2015	946815	Mokinstry Co LLC	HVAC Repair	47.1 Operational Expenditures:Services:Repairs and Maintenance:Facility Repairs/Maintenance	613.55
05/12/2015	201505120296	Valley View Sewer District	Conference Room Rental	513.21 Non-Operational Expenditures:Advisory Services:Board of Commissioners/Meetings/Advisory	70.00
05/09/2015	16046318	Broadview Networks	Phone Line Charges	42.1 Operational Expenditures:Services:Communications:Telephone	474.35
05/11/2015	485835	Walter E. Nelson Co.	Towel and Facial Tissue Purchase	33.3 Operational Expenditures:Supplies:Maintenance and Repairs Supplies:Cleaning and Janitorial Supplies	555.55
04/28/2015	20150428	Comcast	April High-Speed Internet Charge	42.3 Operational Expenditures:Services:Communications:Website/Internet	152.07
05/18/2015	2928	Lady of Letters, Inc	Conference room rental	513.21 Non-Operational Expenditures:Advisory Services:Board of Commissioners/Meetings/Advisory	478.00
05/15/2015	20150515	MRSC Rosters	MRSC Rosters Membership Fee	41.8 Operational Expenditures:Services:Professional Services:Misc. Services	120.00
04/15/2015	20150415	H. Kim Mccoy	Fuel reimbursement for trip to SARC in Sequim	43.1 Operational Expenditures:Services:Travel:Travel/Conferences/Conventions	22.43
Total for Accounts Payable					6,037.44
TOTAL					\$ 6,037.44



Special District Voucher Approval Document

KC v2.0

District Name: Tukwilla Pool Metropolitan Park District

File Name: AP_TUKPLMPD_APSUPINV_20150521135742.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
AIRGAS NATIONAL CARBONATION			32142696	04/30/2015	\$72.28	
AIRGAS NATIONAL CARBONATION			32149204	04/30/2015	\$5.00	
AQUATIC SPECIALTY SERVICES, INC			8611	05/11/2015	\$940.59	
BROADVIEW NETWORKS			16046318	05/09/2015	\$474.35	
COMCAST			20150428-02	04/28/2015	\$152.07	
ELECTRIC LIGHTWAVE			12954344	05/03/2015	\$86.06	
H KIM MCCOY			20150415-02	04/15/2015	\$22.43	
LADY OF LETTERS, INC			2928	05/18/2015	\$478.00	
MCKINSTRY CO LLC			0946815	05/12/2015	\$613.55	
MRSC ROSTERS			20150515-01	05/15/2015	\$120.00	
RICOH USA, INC.			94653413	05/05/2015	\$236.70	
STATE AUDITOR'S			L108702	05/12/2015	\$1,550.55	
VALLEY VIEW SEWER DISTRICT			20150501-02	05/01/2015	\$660.31	
VALLEY VIEW SEWER DISTRICT			201505120296	05/12/2015	\$70.00	
WALTER E NELSON CO			485835	05/11/2015	\$555.55	



Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 05/14/2015

Total Amount: \$3,610.62

Control Total: 3

Payment Method: WARRANT

District Name: Tukwila Pool Metropolitan Park District

File Name: AP_TUKPLMPD_APSUPINV_20150511160850.csv

Fund #: 175910010

CONTACT INFORMATION

Preparer's Name: Alan R Dance

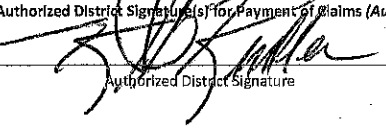
Email Address: TPMPD@forprivateclients.com

PAYMENT CERTIFICATION

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)):

	<u>5-12-2015</u>		
Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable
Attn: Special Districts
401 5th Avenue, Room 323
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov
Fax: (206) 263-3767

KING COUNTY FINANCE USE ONLY	
Batch Processed by:	
Date Processed:	



Special District Voucher Approval Document

KCV2.0

District Name: Tukwila Pool Metropolitan Park District

File Name: AP_TUKPLMPD_APSUPINV_20150511160850.csv

Payer (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
AIRGAS NATIONAL CARBONATION			32107187	04/23/2015	\$72.27	
SNURE LAW OFFICE, PSC			20150501-01	05/01/2015	\$2,937.00	
WALTER E NELSON CO			484451	04/30/2015	\$601.35	

Tukwila Pool Metropolitan Park District

BALANCE SHEET

As of January 1, 2015

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
US Bank (King County) - 2969	8,742.92
US Bank Deposit Acct - 8744	180,079.74
US Bank Payroll - 5669	200,000.00
Total Bank Accounts	\$388,822.66
Other current assets	
Change Fund	150.00
City of Tukwila Receivable	7,703.20
IRS Tax Refund Receivable	460.87
Total Other current assets	\$8,314.07
Total Current Assets	\$397,136.73
Fixed Assets	
Building & Improvements - Bond	1,000,000.00
Building & Improvements - Bridge Loan	1,100,000.00
Total Fixed Assets	\$2,100,000.00
TOTAL ASSETS	\$2,497,136.73
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	24,631.68
Total Accounts Payable	\$24,631.68
Other Current Liabilities	
Deferred Revenue	8.96
Unearned Revenue	2,541.14
Total Other Current Liabilities	\$2,550.10
Total Current Liabilities	\$27,181.78
Long-Term Liabilities	
Bond Payable	803,221.13
Bridge Loan Payable	940,140.63
Total Long-Term Liabilities	\$1,743,361.76
Total Liabilities	\$1,770,543.54
Equity	
Additional Funds from City	185,763.97
Bond Principle Paid By Tukwila	196,778.87
Bridge Loan Principle Paid By Tukwila	159,859.37
King County Fund Opening Balance	8,742.92
Opening Balance Equity	200,079.74

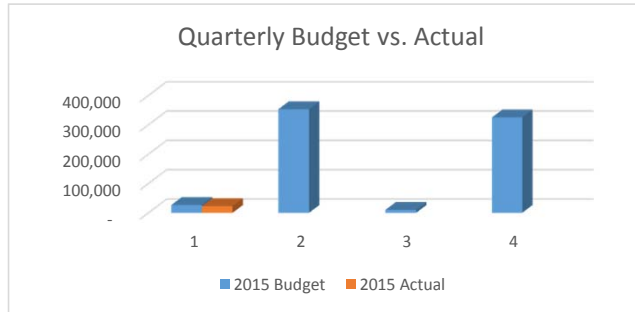
Retained Earnings	
Net Income	-24,631.68
Total Equity	<u>\$726,593.19</u>
TOTAL LIABILITIES AND EQUITY	<u><u>\$2,497,136.73</u></u>

Monday, May 18, 2015 02:56:32 PM PDT GMT-7 - Accrual Basis

5.e.2. 2015 Budget vs. Actual QB Report

2015 Real Estate Tax Proceeds - Budget

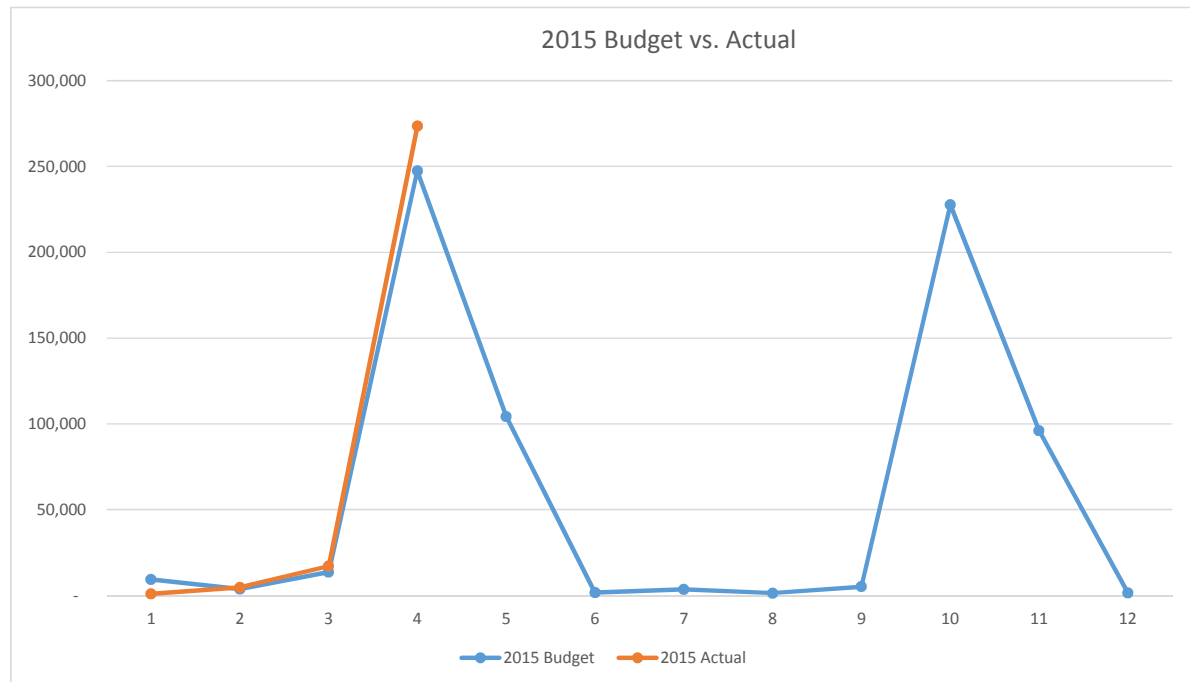
	2014 Actual	2014%	2015 Budget	2015 Actual	2015%
Q1	26,209	3.75%	26,876	22,884	3.20%
Q2	344,737	49.37%	353,506		
Q3	10,018	1.43%	10,273		
Q4	317,316	45.44%	325,388		
	698,280	100%	716,043	22,884	3.20%



Total Budget for 2015

716,043

	Budget %	2015 Budget	2015 Actual	2015%
Jan	1.31%	9,350	996	0.14%
Feb	0.53%	3,821	4,718	0.66%
Mar	1.91%	13,705	17,170	2.40%
Apr	34.55%	247,376	273,482	38.19%
May	14.57%	104,352		
Jun	0.25%	1,778		
Jul	0.50%	3,574		
Aug	0.20%	1,460		
Sep	0.73%	5,238		
Oct	31.80%	227,700		
Nov	13.41%	96,052		
Dec	0.23%	1,637		
	100.00%	716,042	296,365	41.39%



5.e.3. 2015 Jan-Apr Budget vs. Actuals

Tukwila Pool Metropolitan Park District Budget vs. Actuals: General Fund (001) - FY15 P&L

January - April, 2015

	Jan 2015			Feb 2015			Mar 2015			Apr 2015			Total		
	Actual	Budget	over Budget	Actual	Budget	over Budget	Actual	Budget	over Budget	Actual	Budget	over Budget	Actual	Budget	over Budget
Income															
311.00 General Property Tax			0.00			0.00			0.00			0.00	0.00	0.00	0.00
311.10 Real and Personal Property Tax	996.01	9,350.00	-8,353.99	4,717.93	3,821.00	896.93	17,169.66	13,705.00	3,464.66	273,481.63	247,376.00	26,105.63	296,365.23	274,252.00	22,113.23
Total 311.00 General Property Tax	\$ 996.01	\$ 9,350.00	-\$ 8,353.99	\$ 4,717.93	\$ 3,821.00	\$ 896.93	\$ 17,169.66	\$ 13,705.00	\$ 3,464.66	\$ 273,481.63	\$ 247,376.00	\$ 26,105.63	\$ 296,365.23	\$ 274,252.00	\$ 22,113.23
341.70 Sales of Merchandise			0.00			0.00			0.00			0.00	0.00	0.00	0.00
341.71 Vending Sales		125.00	-125.00		125.00	-125.00		125.00	-125.00		125.00	-125.00	0.00	500.00	-500.00
341.72 Sales of Taxable Merchandise		183.00	-183.00	10.50	183.00	-172.50	10.46	183.00	-172.54	2.83	183.00	-180.17	23.79	732.00	-708.21
Total 341.70 Sales of Merchandise	\$ 0.00	\$ 308.00	-\$ 308.00	\$ 10.50	\$ 308.00	-\$ 297.50	\$ 10.46	\$ 308.00	-\$ 297.54	\$ 2.83	\$ 308.00	-\$ 305.17	\$ 23.79	\$ 1,232.00	-\$ 1,208.21
347.00 Cultural and Recreation			0.00			0.00			0.00			0.00	0.00	0.00	0.00
347.31 Activity Fess (Pass Sales)	916.00	3,000.00	-2,084.00	1,515.53	3,000.00	-1,484.47	2,187.27	3,000.00	-812.73	846.72	3,000.00	-2,153.28	5,465.52	12,000.00	-6,534.48
347.32 Activity Fees (General Admissions)	1,659.78	2,833.00	-1,173.22	1,942.14	2,833.00	-890.86	2,112.41	2,833.00	-720.59	1,708.41	2,833.00	-1,124.59	7,422.74	11,332.00	-3,909.26
347.61 Program Fees (Swim Classes/Instruction)	2,205.97	10,341.00	-8,135.03	4,011.61	10,341.00	-6,329.39	3,448.50	10,341.00	-6,892.50	4,513.00	10,341.00	-5,828.00	14,179.08	41,364.00	-27,184.92
347.62 Program Fees (Exercise Classes)	53.91	189.00	-135.09	105.22	189.00	-83.78	62.00	189.00	-127.00	107.00	189.00	-82.00	328.13	756.00	-427.87
347.63 Program Fees (Camps and Special Events)		141.00	-141.00		141.00	-141.00		141.00	-141.00		141.00	-141.00	0.00	564.00	-564.00
Total 347.00 Cultural and Recreation	\$ 4,835.66	\$ 16,504.00	-\$ 11,668.34	\$ 7,574.50	\$ 16,504.00	-\$ 8,929.50	\$ 7,810.18	\$ 16,504.00	-\$ 8,693.82	\$ 7,175.13	\$ 16,504.00	-\$ 9,328.87	\$ 27,395.47	\$ 66,016.00	-\$ 38,620.53
361.90 Interest and Other Earnings			0.00			0.00			0.00			0.00	0.00	0.00	0.00
361.10 Interest Earnings		100.00	-100.00		100.00	-100.00		100.00	-100.00		100.00	-100.00	0.00	400.00	-400.00
Total 361.90 Interest and Other Earnings	\$ 0.00	\$ 100.00	-\$ 100.00	\$ 0.00	\$ 100.00	-\$ 100.00	\$ 0.00	\$ 100.00	-\$ 100.00	\$ 0.00	\$ 100.00	-\$ 100.00	\$ 0.00	\$ 400.00	-\$ 400.00
362.00 Rents, Leases and Concessions			0.00			0.00			0.00			0.00	0.00	0.00	0.00
362.41 Rentals (Short-Term) (One Time)	364.34	1,825.00	-1,460.66	58.00	1,825.00	-1,767.00	723.00	1,825.00	-1,102.00		1,825.00	-1,825.00	1,145.34	7,300.00	-6,154.66
362.42 Equipment and Locker Rentals		133.00	-133.00		133.00	-133.00	0.04	133.00	-132.96	0.04	133.00	-132.96	0.08	532.00	-531.92
362.52 Rentals (Long-Term) (Contracted)	363.02	2,500.00	-2,136.98	723.02	2,500.00	-1,776.98	363.02	2,500.00	-2,136.98	5,186.02	2,500.00	2,686.02	6,635.08	10,000.00	-3,364.92
Total 362.00 Rents, Leases and Concessions	\$ 727.36	\$ 4,458.00	-\$ 3,730.64	\$ 781.02	\$ 4,458.00	-\$ 3,676.98	\$ 1,086.06	\$ 4,458.00	-\$ 3,371.94	\$ 5,186.06	\$ 4,458.00	\$ 728.06	\$ 7,780.50	\$ 17,832.00	-\$ 10,051.50
367.10 Contributions from Private Sources		83.00	-83.00		83.00	-83.00		83.00	-83.00	13.73	83.00	-69.27	13.73	332.00	-318.27
369.00 Other Misc. Revenue			0.00			0.00			0.00			0.00	0.00	0.00	0.00
369.90 Misc.	4.00	0.00	4.00	4.00	0.00	4.00	62.00	0.00	62.00	747.28	0.00	747.28	817.28	0.00	817.28
Total 369.00 Other Misc. Revenue	\$ 4.00	\$ 0.00	\$ 4.00	\$ 4.00	\$ 0.00	\$ 4.00	\$ 62.00	\$ 0.00	\$ 62.00	\$ 747.28	\$ 0.00	\$ 747.28	\$ 817.28	\$ 0.00	\$ 817.28
386.00 Sales Tax Collected/Agency Deposits		0.00	0.00		0.00	0.00	47.32	0.00	47.32	153.49	0.00	153.49	200.81	0.00	200.81
Total Income	\$ 6,563.03	\$ 30,803.00	-\$ 24,239.97	\$ 13,087.95	\$ 25,274.00	-\$ 12,186.05	\$ 26,185.68	\$ 35,158.00	-\$ 8,972.32	\$ 286,760.15	\$ 268,829.00	\$ 17,931.15	\$ 332,596.81	\$ 360,064.00	-\$ 27,467.19
Expenses															
576.20 Operational Expenditures			0.00			0.00			0.00			0.00	0.00	0.00	0.00
20.10 Salaries and Wages	0.00		0.00			0.00			0.00			0.00	0.00	0.00	0.00
11.0 Wages Lifeguard	1,950.79	5,833.00	-3,882.21	4,937.26	5,833.00	-895.74	4,076.38	5,833.00	-1,756.62	2,112.00	5,833.00	-3,721.00	13,076.43	23,332.00	-10,255.57
12.0 Wages Instructor	108.00	2,916.00	-2,808.00	229.50	2,916.00	-2,686.50	2,575.51	2,916.00	-340.49	5,771.52	2,916.00	2,855.52	8,684.53	11,664.00	-2,979.47
13.0 Wages Head Guard	2,598.75	2,916.00	-317.25	6,748.90	2,916.00	3,832.90	4,455.77	2,916.00	1,539.77	5,606.13	2,916.00	2,690.13	19,409.55	11,664.00	7,745.55
14.0 Wages Aquatics Manager		4,166.00	-4,166.00	7,187.49	4,166.00	3,021.49	4,791.66	4,166.00	625.66	7,605.66	4,166.00	3,439.66	19,584.81	16,664.00	2,920.81
15.0 Wages Assistant Aquatics Manager	809.38	4,166.00	-3,356.62	2,321.76	4,166.00	-1,844.24	2,386.50	4,166.00	-1,779.50	601.25	4,166.00	-3,564.75	6,118.89	16,664.00	-10,545.11
16.0 Wages Executive Director		3,750.00	-3,750.00		3,750.00	-3,750.00		3,750.00	-3,750.00		3,750.00	-3,750.00	0.00	15,000.00	-15,000.00
17.0 Wages Maintenance	23.00		23.00	406.51		406.51	1,900.38		1,900.38	2,061.50		2,061.50	4,391.39	0.00	4,391.39
18.0 Overtime		166.00	-166.00		166.00	-166.00		166.00	-166.00		166.00	-166.00	0.00	664.00	-664.00
Total 20.10 Salaries and Wages	\$ 5,489.92	\$ 23,913.00	-\$ 18,423.08	\$ 21,831.42	\$ 23,913.00	-\$ 2,081.58	\$ 20,186.20	\$ 23,913.00	-\$ 3,726.80	\$ 23,758.06	\$ 23,913.00	-\$ 154.94	\$ 71,265.60	\$ 95,552.00	-\$ 24,386.40
20.20 Personnel Benefits			0.00			0.00			0.00			0.00	0.00	0.00	0.00
21.0 FICA	420.65	1,832.00	-1,411.35	1,670.07	1,832.00	-161.93	1,544.30	1,832.00	-287.70	1,817.54	1,832.00	-14.46	5,452.56	7,328.00	-1,875.44
22.0 Unemployment	107.76	717.00	-609.24	426.81	717.00	-290.19	366.89	717.00	-350.11	436.90	717.00	-280.10	1,338.36	2,868.00	-1,529.64
23.0 L&I	35.08	1,040.00	-1,004.92	104.23	1,040.00	-935.77	107.17	1,040.00	-932.83	120.51	1,040.00	-919.49	366.99	4,160.00	-3,793.01
24.0 Benefits/Cafeteria Plan		1,812.00	-1,812.00		1,812.00	-1,812.00		1,812.00	-1,812.00		1,812.00	-1,812.00	0.00	7,248.00	-7,248.00
Total 20.20 Personnel Benefits	\$ 563.49	\$ 5,401.00	-\$ 4,837.51	\$ 2,201.11	\$ 5,401.00	-\$ 3,199.89	\$ 2,018.36	\$ 5,401.00	-\$ 3,382.64	\$ 2,374.95	\$ 5,401.00	-\$ 3,026.05	\$ 7,157.91	\$ 21,604.00	-\$ 14,446.09
20.30 Supplies			0.00			0.00			0.00			0.00	0.00	0.00	0.00
20.31 Office Supplies			0.00			0.00			0.00			0.00	0.00	0.00	0.00

31.1 Office supplies	723.09	250.00	473.09	51.34	250.00	-198.66	98.29	250.00	-151.71	250.00	-250.00	872.72	1,000.00	-127.28	
31.2 Office Furniture		41.00	-41.00		41.00	-41.00		41.00	-41.00	41.00	-41.00	0.00	164.00	-164.00	
31.3 Printing and Copying Supplies	236.70	208.00	28.70	236.70	208.00	28.70	236.70	208.00	28.70	236.70	208.00	28.70	946.80	832.00	114.80
31.4 Computer Supplies	413.63	333.00	80.63		333.00	-333.00	164.25	333.00	-168.75		333.00	-333.00	577.88	1,332.00	-754.12
Total 20.31 Office Supplies	\$ 1,373.42	\$ 832.00	\$ 541.42	\$ 288.04	\$ 832.00	-\$ 543.96	\$ 499.24	\$ 832.00	-\$ 332.76	\$ 236.70	\$ 832.00	-\$ 595.30	\$ 2,397.40	\$ 3,328.00	-\$ 930.60
20.32 Program Supplies and Equipment			0.00			0.00			0.00			0.00	0.00	0.00	0.00
32.1 Exercise Classes		41.00	-41.00		41.00	-41.00		41.00	-41.00		41.00	-41.00	0.00	164.00	-164.00
32.2 Swim Classes/Instruction		125.00	-125.00	1,024.92	125.00	899.92		125.00	-125.00		125.00	-125.00	1,024.92	500.00	524.92
32.3 Camps and Special Events		41.00	-41.00	266.02	41.00	225.02	261.85	41.00	220.85	52.54	41.00	11.54	580.41	164.00	416.41
Total 20.32 Program Supplies and Equipment	\$ 0.00	\$ 207.00	-\$ 207.00	\$ 1,290.94	\$ 207.00	\$ 1,083.94	\$ 261.85	\$ 207.00	\$ 54.85	\$ 52.54	\$ 207.00	-\$ 154.46	\$ 1,605.33	\$ 828.00	\$ 777.33
20.33 Maintenance and Repairs Supplies			0.00			0.00			0.00			0.00	0.00	0.00	0.00
33.1 Uniforms and Clothing		250.00	-250.00		250.00	-250.00		250.00	-250.00		250.00	-250.00	0.00	1,000.00	-1,000.00
33.2 Pool Chemicals	425.97	666.00	-240.03	582.27	666.00	-83.73	1,048.89	666.00	382.89	182.80	666.00	-483.20	2,239.93	2,664.00	-424.07
33.3 Cleaning and Janitorial Supplies		250.00	-250.00	819.96	250.00	569.96		250.00	-250.00	806.12	250.00	556.12	1,626.08	1,000.00	626.08
33.4 Lifeguard Supplies and Equip.	2,086.20	83.00	2,003.20		83.00	-83.00	762.95	83.00	679.95		83.00	-83.00	2,849.15	332.00	2,517.15
33.5 Maintenance Supplies		125.00	-125.00		125.00	-125.00		125.00	-125.00		125.00	-125.00	0.00	500.00	-500.00
Total 20.33 Maintenance and Repairs Supplies	\$ 2,512.17	\$ 1,374.00	\$ 1,138.17	\$ 1,402.23	\$ 1,374.00	\$ 28.23	\$ 1,811.84	\$ 1,374.00	\$ 437.84	\$ 988.92	\$ 1,374.00	-\$ 385.08	\$ 6,715.16	\$ 5,496.00	\$ 1,219.16
20.34 Miscellaneous Supplies			0.00			0.00			0.00			0.00	0.00	0.00	0.00
34.1 Supplies Purchased For Inventory/Resale		41.00	-41.00		41.00	-41.00		41.00	-41.00		41.00	-41.00	0.00	164.00	-164.00
35.2 Small Tools and Minor Equip.		41.00	-41.00		41.00	-41.00		41.00	-41.00		41.00	-41.00	0.00	164.00	-164.00
Total 20.34 Miscellaneous Supplies	\$ 0.00	\$ 82.00	-\$ 82.00	\$ 0.00	\$ 82.00	-\$ 82.00	\$ 0.00	\$ 82.00	-\$ 82.00	\$ 0.00	\$ 82.00	-\$ 82.00	\$ 0.00	\$ 328.00	-\$ 328.00
Total 20.30 Supplies	\$ 3,885.59	\$ 2,495.00	\$ 1,390.59	\$ 2,981.21	\$ 2,495.00	\$ 486.21	\$ 2,572.93	\$ 2,495.00	\$ 77.93	\$ 1,278.16	\$ 2,495.00	-\$ 1,216.84	\$ 10,717.89	\$ 9,980.00	\$ 737.89
20.40 Services			0.00			0.00			0.00			0.00	0.00	0.00	0.00
20.41 Professional Services			0.00			0.00			0.00			0.00	0.00	0.00	0.00
41.1 IT/Computer Service	4,004.74	83.00	3,921.74	478.88	83.00	395.88	408.80	83.00	325.80	101.29	83.00	18.29	4,993.71	332.00	4,661.71
41.2 Transaction Services/Merchant Fees		400.00	-400.00	180.68	400.00	-219.32	388.79	400.00	-11.21	264.95	400.00	-135.05	834.42	1,600.00	-765.58
41.3 Legal Services	4,084.50	1,666.00	2,418.50	1,397.00	1,666.00	-269.00	1,573.00	1,666.00	-93.00	682.00	1,666.00	-984.00	7,736.50	6,664.00	1,072.50
41.4 Translation Services		41.00	-41.00		41.00	-41.00		41.00	-41.00		41.00	-41.00	0.00	164.00	-164.00
41.5 Landscaping Services		208.00	-208.00		208.00	-208.00		208.00	-208.00		208.00	-208.00	0.00	832.00	-832.00
41.6 Security Services	65.00	116.00	-51.00	300.43	116.00	184.43	307.98	116.00	191.98	65.00	116.00	-51.00	738.41	464.00	274.41
41.7 Bank Charges	60.27	25.00	35.27	90.68	25.00	65.68	148.16	25.00	123.16	187.42	25.00	162.42	486.53	100.00	386.53
41.8 Misc. Services	428.76	166.00	262.76	481.03	166.00	315.03	576.16	166.00	410.16	495.53	166.00	329.53	1,981.48	664.00	1,317.48
Total 20.41 Professional Services	\$ 8,643.27	\$ 2,705.00	\$ 5,938.27	\$ 2,928.70	\$ 2,705.00	\$ 223.70	\$ 3,402.89	\$ 2,705.00	\$ 697.89	\$ 1,796.19	\$ 2,705.00	-\$ 908.81	\$ 16,771.05	\$ 10,820.00	\$ 5,951.05
20.42 Communications			0.00			0.00			0.00			0.00	0.00	0.00	0.00
42.1 Telephone	1,819.46	350.00	1,469.46	1,138.36	350.00	788.36	639.67	350.00	289.67	848.87	350.00	498.87	4,446.36	1,400.00	3,046.36
42.2 Postage and Mailing		41.00	-41.00		41.00	-41.00		41.00	-41.00	32.41	41.00	-8.59	32.41	164.00	-131.59
42.3 Website/Internet	472.32	500.00	-27.68	166.65	500.00	-333.35	9.50	500.00	-490.50		500.00	-500.00	648.47	2,000.00	-1,351.53
42.4 Program Advertising	1,155.82	791.00	364.82		791.00	-791.00	1,635.41	791.00	844.41		791.00	-791.00	2,791.23	3,164.00	-372.77
Total 20.42 Communications	\$ 3,447.60	\$ 1,682.00	\$ 1,765.60	\$ 1,305.01	\$ 1,682.00	-\$ 376.99	\$ 2,284.58	\$ 1,682.00	\$ 602.58	\$ 881.28	\$ 1,682.00	-\$ 800.72	\$ 7,918.47	\$ 6,728.00	\$ 1,190.47
20.43 Travel			0.00	55.60		55.60			0.00			0.00	55.60	0.00	55.60
43.1 Travel/Conferences/Conventions		41.00	-41.00		41.00	-41.00		41.00	-41.00		41.00	-41.00	0.00	164.00	-164.00
43.2 Training		208.00	-208.00		208.00	-208.00	410.00	208.00	202.00		208.00	-208.00	410.00	832.00	-422.00
Total 20.43 Travel	\$ 0.00	\$ 249.00	-\$ 249.00	\$ 55.60	\$ 249.00	-\$ 193.40	\$ 410.00	\$ 249.00	\$ 161.00	\$ 0.00	\$ 249.00	-\$ 249.00	\$ 465.60	\$ 996.00	-\$ 530.40
20.44 Rentals and Leases			0.00			0.00			0.00			0.00	0.00	0.00	0.00
44.1 Heavy Equipment		62.00	-62.00		62.00	-62.00		62.00	-62.00		62.00	-62.00	0.00	248.00	-248.00
44.2 Office Equipment Leases/Rentals		25.00	-25.00		25.00	-25.00		25.00	-25.00		25.00	-25.00	0.00	100.00	-100.00
44.3 Facility Ground Lease		912.00	-912.00		912.00	-912.00		912.00	-912.00		912.00	-912.00	0.00	3,648.00	-3,648.00
Total 20.44 Rentals and Leases	\$ 0.00	\$ 999.00	-\$ 999.00	\$ 0.00	\$ 999.00	-\$ 999.00	\$ 0.00	\$ 999.00	-\$ 999.00	\$ 0.00	\$ 999.00	-\$ 999.00	\$ 0.00	\$ 3,996.00	-\$ 3,996.00
20.45 Insurance			0.00			0.00			0.00			0.00	0.00	0.00	0.00
45.1 Liability Insurance	11,405.00	916.00	10,489.00		916.00	-916.00		916.00	-916.00		916.00	-916.00	11,405.00	3,664.00	7,741.00
Total 20.45 Insurance	\$ 11,405.00	\$ 916.00	\$ 10,489.00	\$ 0.00	\$ 916.00	-\$ 916.00	\$ 0.00	\$ 916.00	-\$ 916.00	\$ 0.00	\$ 916.00	-\$ 916.00	\$ 11,405.00	\$ 3,664.00	\$ 7,741.00
20.46 Utility			0.00			0.00			0.00			0.00	0.00	0.00	0.00
46.1 Electrical	2,352.64	1,422.00	930.64	5,041.23	1,422.00	3,619.23	1,288.34	1,422.00	-133.66	7,043.94	1,422.00	5,621.94	15,726.15	5,688.00	10,038.15
46.2 Gas		4,000.00	-4,000.00	5,012.04	4,000.00	1,012.04	4,847.95	4,000.00	847.95	4,495.52	4,000.00	495.52	14,355.51	16,000.00	-1,644.49
46.3 Water	565.50	492.00	73.50	520.47	492.00	28.47	52.05	492.00	-439.95		492.00	-492.00	1,138.02	1,968.00	-829.98

46.4 Sewer	766.00	-766.00		606.26	766.00	-159.74		606.26	766.00	-159.74		2,187.85	766.00	1,421.85		3,400.37	3,064.00	336.37
46.5 Garbage	150.00	-150.00			150.00	-150.00			150.00	-150.00			150.00	-150.00		0.00	600.00	-600.00
Total 20.46 Utility	\$ 2,918.14	\$ 6,830.00	\$ -3,911.86	\$ 11,180.00	\$ 6,830.00	\$ 4,350.00	\$ 6,794.60	\$ 6,830.00	\$ -35.40	\$ 13,727.31	\$ 6,830.00	\$ 6,897.31	\$ 34,620.05	\$ 27,320.00	\$ 7,300.05			
20.47 Repairs and Maintenance			0.00			0.00			0.00			0.00		0.00		0.00	0.00	0.00
47.1 Facility Repairs/Maintenance	290.53	500.00	-209.47		500.00	-500.00	2,036.59	500.00	1,536.59	1,430.19	500.00	930.19	3,757.31	2,000.00	1,757.31			
47.2 Equipment Repairs/Maintenance	0.00	729.00	-729.00	6,991.03	729.00	6,262.03	1,275.13	729.00	546.13	1,439.38	729.00	710.38	9,705.54	2,916.00	6,789.54			
Total 20.47 Repairs and Maintenance	\$ 290.53	\$ 1,229.00	\$ -938.47	\$ 6,991.03	\$ 1,229.00	\$ 5,762.03	\$ 3,311.72	\$ 1,229.00	\$ 2,082.72	\$ 2,869.57	\$ 1,229.00	\$ 1,640.57	\$ 13,462.85	\$ 4,916.00	\$ 8,546.85			
20.48 Miscellaneous			0.00			0.00			0.00			0.00		0.00		0.00	0.00	0.00
48.2 Memberships and Dues	91.00	-91.00			91.00	-91.00	552.00	91.00	461.00		91.00	-91.00	552.00	364.00	188.00			
48.3 Subscriptions	41.00	-41.00			41.00	-41.00	30.00	41.00	-11.00		41.00	-41.00	30.00	164.00	-134.00			
48.4 Misc. Service	83.00	-83.00			83.00	-83.00		83.00	-83.00		83.00	-83.00		332.00	-332.00			
Total 20.48 Miscellaneous	\$ 0.00	\$ 215.00	\$ -215.00	\$ 0.00	\$ 215.00	\$ -215.00	\$ 582.00	\$ 215.00	\$ 367.00	\$ 0.00	\$ 215.00	\$ -215.00	\$ 582.00	\$ 860.00	\$ -278.00			
Total 20.40 Services	\$ 26,704.54	\$ 14,825.00	\$ 11,879.54	\$ 22,460.34	\$ 14,825.00	\$ 7,635.34	\$ 16,785.79	\$ 14,825.00	\$ 1,960.79	\$ 19,274.35	\$ 14,825.00	\$ 4,449.35	\$ 85,225.02	\$ 59,300.00	\$ 25,925.02			
20.50 Intergovernmental Services			0.00			0.00			0.00			0.00		0.00		0.00	0.00	0.00
51.0 External Taxes and Operating Assessments	704.00	-704.00			704.00	-704.00		704.00	-704.00		704.00	-704.00		2,816.00	-2,816.00			
52.0 Business License	41.00	-41.00			41.00	-41.00		41.00	-41.00		41.00	-41.00		164.00	-164.00			
53.0 RGRL Fee	41.00	-41.00			41.00	-41.00		41.00	-41.00		41.00	-41.00		164.00	-164.00			
54.0 Annual Permits	50.00	-50.00			50.00	-50.00		50.00	-50.00		50.00	-50.00		200.00	-200.00			
Total 20.50 Intergovernmental Services	\$ 0.00	\$ 836.00	\$ -836.00	\$ 0.00	\$ 836.00	\$ -836.00	\$ 0.00	\$ 836.00	\$ -836.00	\$ 0.00	\$ 836.00	\$ -836.00	\$ 0.00	\$ 3,344.00	\$ -3,344.00			
Total 576.20 Operational Expenditures	\$ 36,643.54	\$ 47,470.00	\$ 10,826.46	\$ 49,474.08	\$ 47,470.00	\$ 2,004.08	\$ 41,563.28	\$ 47,470.00	\$ 5,906.72	\$ 46,685.52	\$ 47,470.00	\$ 784.48	\$ 174,366.42	\$ 189,880.00	\$ -15,513.58			
Non-Operational Expenditures			0.00			0.00			0.00			0.00		0.00		0.00	0.00	0.00
513.20 Advisory Services			0.00			0.00			0.00			0.00		0.00		0.00	0.00	0.00
513.21 Board of Commissioners/Meetings/Advisory	256.36	125.00	131.36	260.00	125.00	135.00	386.00	125.00	261.00	426.00	125.00	301.00	1,328.36	500.00	828.36			
513.23 Public Records Request	500.00	-500.00		500.00	-500.00		500.00	-500.00		500.00	-500.00		0.00	2,000.00	-2,000.00			
Total 513.20 Advisory Services	\$ 256.36	\$ 625.00	\$ -368.64	\$ 260.00	\$ 625.00	\$ -365.00	\$ 386.00	\$ 625.00	\$ -239.00	\$ 426.00	\$ 625.00	\$ -199.00	\$ 1,328.36	\$ 2,500.00	\$ -1,171.64			
514.00 Accounting, Audits and Election			0.00			0.00			0.00			0.00		0.00		0.00	0.00	0.00
514.20 State Auditor	625.00	-625.00			625.00	-625.00		625.00	-625.00		625.00	-625.00		2,500.00	-2,500.00			
514.21 Accounting Services	5,250.00	1,883.00	3,367.00	1,250.00	1,883.00	-633.00	1,250.00	1,883.00	-633.00	1,250.00	1,883.00	-633.00	9,000.00	7,532.00	1,468.00			
Total 514.00 Accounting, Audits and Election	\$ 5,250.00	\$ 2,508.00	\$ 2,742.00	\$ 1,250.00	\$ 2,508.00	\$ -1,258.00	\$ 1,250.00	\$ 2,508.00	\$ -1,258.00	\$ 1,250.00	\$ 2,508.00	\$ -1,258.00	\$ 9,000.00	\$ 10,032.00	\$ -1,032.00			
586.00 Sales Tax/Agency			0.00	277.61		277.61	301.24		301.24	379.33		379.33	958.18		958.18			
591.76 Debt Service Principle			0.00			0.00			0.00			0.00		0.00		0.00	0.00	0.00
76.71 City Bridge Loan (Principle)	10,121.48	10,121.00	0.48	20,242.96	10,121.00	10,121.96	10,121.48	10,121.00	0.48	10,121.48	10,121.00	0.48	50,607.40	40,484.00	10,123.40			
76.72 Loans and Bonds (Principle)	9,427.00	-9,427.00		9,427.00	-9,427.00		9,427.00	-9,427.00		9,427.00	-9,427.00		0.00	37,708.00	-37,708.00			
Total 591.76 Debt Service Principle	\$ 10,121.48	\$ 19,548.00	\$ -9,426.52	\$ 20,242.96	\$ 19,548.00	\$ 694.96	\$ 10,121.48	\$ 19,548.00	\$ -9,426.52	\$ 10,121.48	\$ 19,548.00	\$ -9,426.52	\$ 50,607.40	\$ 78,192.00	\$ -27,584.60			
597.00 Transfers Out			0.00			0.00			0.00			0.00		0.00		0.00	0.00	0.00
00.30.1 Transfer Out to Capital Improvement Fund	6,666.00	-6,666.00		6,666.00	-6,666.00		6,666.00	-6,666.00		6,666.00	-6,666.00		0.00	26,664.00	-26,664.00			
Total 597.00 Transfers Out	\$ 0.00	\$ 6,666.00	\$ -6,666.00	\$ 0.00	\$ 6,666.00	\$ -6,666.00	\$ 0.00	\$ 6,666.00	\$ -6,666.00	\$ 0.00	\$ 6,666.00	\$ -6,666.00	\$ 0.00	\$ 26,664.00	\$ -26,664.00			
Total Non-Operational Expenditures	\$ 15,627.84	\$ 29,347.00	\$ -13,719.16	\$ 22,030.57	\$ 29,347.00	\$ -7,316.43	\$ 12,058.72	\$ 29,347.00	\$ -17,288.28	\$ 12,176.81	\$ 29,347.00	\$ -17,170.19	\$ 61,893.94	\$ 117,388.00	\$ -55,494.06			
Total Expenses	\$ 52,271.38	\$ 76,817.00	\$ -24,545.62	\$ 71,504.65	\$ 76,817.00	\$ -5,312.35	\$ 53,622.00	\$ 76,817.00	\$ -23,195.00	\$ 58,862.33	\$ 76,817.00	\$ -17,954.67	\$ 236,260.36	\$ 307,268.00	\$ -71,007.64			
Net Operating Income	\$ -45,708.35	\$ -46,014.00	\$ 305.65	\$ -58,416.70	\$ -51,543.00	\$ -6,873.70	\$ -27,436.32	\$ -41,659.00	\$ 14,222.68	\$ 227,897.82	\$ 192,012.00	\$ 35,885.82	\$ 96,336.45	\$ 52,796.00	\$ 43,540.45			
Other Expenses																		
Other Miscellaneous Expense			0.00	1,177.94		1,177.94			0.00	-1.67		-1.67	1,176.27	0.00	1,176.27			
Total Other Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,177.94	\$ 0.00	\$ 1,177.94	\$ 0.00	\$ 0.00	\$ 0.00	\$ -1.67	\$ 0.00	\$ -1.67	\$ 1,176.27	\$ 0.00	\$ 1,176.27			
Net Other Income	\$ 0.00	\$ 0.00	\$ 0.00	\$ -1,177.94	\$ 0.00	\$ -1,177.94	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1.67	\$ 0.00	\$ 1.67	\$ -1,176.27	\$ 0.00	\$ -1,176.27			
Net Income	\$ -45,708.35	\$ -46,014.00	\$ 305.65	\$ -59,594.64	\$ -51,543.00	\$ -8,051.64	\$ -27,436.32	\$ -41,659.00	\$ 14,222.68	\$ 227,899.49	\$ 192,012.00	\$ 35,887.49	\$ 95,160.18	\$ 52,796.00	\$ 42,364.18			

INFORMATIONAL MEMORANDUM

Tukwila Metropolitan Park District

TO: **Tukwila Pool MPD Board President**

FROM: Vanessa Zaputil, Tukwila Pool Advisory Committee Chair

DATE: May 17, 2015

SUBJECT: **TPAC Committee Chair's Report**

ISSUE

Summary of the May TPAC Meeting held at Tukwila Community Center

FINANCIAL IMPACT

N/A

BACKGROUND

Meeting date May 2, 2015

DISCUSSION

1. Marketing Update. Members who participate in the Marketing Club reported on the success of April Pools Day with over 200 attendees (participants & spectators). As expected attendance was boosted by it being a free event. Partnership with the library and Fire Dept was well received. Members reported on the next event: Pirates in the Pool on May 16. Finally, members discussed the disappointment that, although the TPMPD was willing and encouraging it, the City of Tukwila has chosen not to continue swim lesson offerings for its summer camp participants.
2. Meeting location. Members agreed that the Pool would be the location of meetings when/if TCC is no longer available.
3. Policy Discussion. Members discussed and provided input and revisions to proposed policies:
 - TPMPD Employee Handbook

Highlights of input include:

- Covered Parts 1-3
- Employee access – online
- Employee chain of command
- Employee record maintenance
- Customer relation

TPAC plans to continue reviewing and estimates completion of the handbook review at the July TPAC meeting.

5.f.2. TPAC Minutes

TUKWILA POOL ADVISORY COMMITTEE

APRIL 4, 2015

TUKWILA COMMUNITY CENTER MEETING ROOM "A"

Call to Order: Vanessa Zaputil 8:10

ATTENDANCE:

TPAC: Vanessa Zaputil, Jeri Frangello-Anderson, Sheri Barr and Ellen Gengler

ADMINISTRATIVE DIRECTOR: Kim McCoy

TP MPD Clerk: Joe Duffie

GUEST: Jacque Carroll entered meeting at 9:10

Approval of March 7, 2015 Minutes: Ellen made motion to accept minutes as presented, Jeri seconded.

Public Comment: No Public Comment

Unanimous vote

Business item #1: Officer Election: Due to Kim McCoy resignation, new Vice-Chair needed. Ellen nominated Sheri Barr for TPAC Vice-Chair, Sheri accepted the nomination, Jeri seconded. Unanimous vote.

Business item #2: TPMPD Policy Revision led by Vanessa Zaputil: Vanessa presented the 10 operational policies that were presented by the board. The policies presented are the ones that were originally the William Shore Policies. Operational policies 310 – 360 were presented and vetted among the committee. Numerous corrections were noted and Vanessa made red lined corrections noted by the committee and to be presented to the EDC April meeting. Policies 310, 330, 335, 355 and 360 will be presented with corrections noted. Joe indicated that we should have the TP MPD Attorney take look at Policy #312 Commercial Use of District Facilities; TPAC recommends that Policy #312 be forward to the Attorney for review and approval. TPAC also noted that it might make more sense to combine 312 and 315 together? Policy 320 Admissions and Refunds, TPAC recommends adding Disabled and Military/Veteran passes. Policy #345 tabled for next meeting to go over further. Policy 350 Facility Use Rules, these rules were taken from the TP MPD website. The committee was in agreement that the policies need to be consistent. Ellen made motion to forward amended policies #310, # 312, 315, 320, 330, 335, 350 and 355, and 360 to EDC committee, Joe seconded. Unanimous vote.

Vanessa asked due to the time, is the committee good extending the meeting to 9:50 am. Unanimous vote.

Business item #3: Marketing Update: Jeri handed over a portion of this to April Pool's Project Manager Sheri to update the committee on April Pool's Day event. Sheri indicated what would be taking place at

the event, food and volunteers needed for the event. Jeri finished with priority to get the website online registration implemented. Since the Pool Spring/Summer brochure is printed this needs to be the number one priority to get up and running. Jeri made motion to forward to the EDC the priority to have online registration a priority, Ellen seconded. Unanimous vote. The last marketing meeting discussion about staff involvement on upcoming events, Dave to ask staff at the next staff meeting for input for upcoming event planning. May has been discussed as Pirate theme, June: Last day of school event and July Build a Cardboard boat. Marketing Club continues to meet every Thursday at the Tukwila Pool starting at 5:30 all are welcome.

Business Item # 4: Executive Director/Aquatics Manager: No Report

Business item #5: 2015 Work plan Clarification – Marketing and Community Outreach tabled to May TPAC meeting.

Ellen made motion to adjourn, Jeri seconded.

Meeting adjourned: 9:50

Next TPAC Meeting May 2, 2015

ITEM 6.D. – TPMPD Board of Commissioners Governance Review

Issue:

Tukwila Pool Metropolitan Park District (TPMPD) Board of Commissioners placed an item identified in its goals listed as “G. Continue to review Governance” in May, 2013 [ref. page 4 of this packet]. As part of its planning process, the TPMPD Board of Commissioners need to review the existing governance model, with an eye toward the future state of the district.

Discussion:

As a result of its transition to a self-managed organization, the TPMPD is working through many process changes. During the TPMPD Board of Commissioners 2015 Retreat in late January, members of the board participated in an S.W.O.T. analysis exercise with the Executive Director to assess the condition of the organization, in its recently established post-transitional state.

The next logical step is to formulate a plan for moving forward as it continuously improves the TPMPD. One critical item in the planning process is to determine what is optimal for the governance aspect of the organization. Conducting a review of how the current model works now, and its sustainability potential in the future, is essential to the organization’s survival. Making the right process changes at the right time will enhance the TPMPD’s ability to adapt and change with community needs and market demands.

Recommendation:

The Board of Commissioners of the Tukwila Pool Metropolitan Park conduct a more in-depth forward-looking discussion, led by the TPMPD Attorney, to review the current governance structure, learn more about any options it has and discuss what steps or processes that need to be in place to make future changes.

TPMPD Attorney will provide information to the TPMPD Board of Commissioners, so it understands what the possibilities are within the law, outline any policy or operational milestones that may be required, and identify the steps to reach the next stage of transformation to a future state. The TPMPD Board of Commissioners may articulate any preferences, and identify key performance indicators (KPIs) or triggers that would signal the next stage of transition for the TPMPD.

This will provide clearer communication and direction on how the TPMPD Board of Commissioners wants the organization to navigate and define a transparent approach as it establishes a course of action.

SNURE LAW OFFICE, PSC

A Professional Services Corporation

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Brian K. Snure
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Of counsel
Thomas G. Burke
Joseph F. Quinn

May 12, 2015

MEMORANDUM

To: Tukwila Pool Metropolitan Park District Board of Commissioners

From: Brian Snure

Re: Form of Governance Updated from April 30, 2015 Version.

.....

Issue: What are the procedures and timelines necessary for the Board to switch to five directly elected Tukwila Pool Metropolitan Park District “TPMPD” Commissioners?

Background: In 2011, the voters approved the TPMPD with a governance board consisting of the Tukwila City Council serving in an ex officio capacity. This form of governance was authorized by RCW 35.61.050(3).

The Board is now considering whether to transition to a directly elected board of commissioners. RCW 35.61.050(2) authorizes the creation of an elected five-member board of commissioners on the formation of a metropolitan park district. Chapter 35.61, however, does not contain any specific language regarding how to change the form of governance for a metropolitan park district that was formed after 2002.

Procedure: The Tukwila Pool Metropolitan Park District is a municipal corporation organized and operating pursuant to chapter 35.61 RCW. As a municipal corporation, the TPMPD is only authorized to exercise powers that have been specifically granted to it by the state legislature. The general rule governing the scope of power of a municipal corporation has been established by the State Supreme Court as follows:

As “creatures of statute,” municipal corporations possess only those powers conferred on them by the constitution, statutes, and their charters.” *City of Tacoma v. Taxpayers of City of Tacoma*, 108 Wash.2d 679, 685-86, 743 P.2d 793 (1987) citing *McQuillin, Municipal Corporations* § 10.09 (3d rev. ed. 1979).

This general rule has been further refined into the rule that a municipal corporation’s authority is limited to:

those powers expressly granted and to powers necessarily or fairly implied in or incident to the powers expressly granted, and also those essential to the declared objects and purposes of the corporation... *Id.* at 692, citing *Port of Seattle v. State Utilities & Transp. Comm'n*, 92 Wash. 2d 789, 794-95 (1979).

Unfortunately, Chapter 35.61 does not include any specific procedure for a metropolitan park district governing board to authorize a transition from a city council based ex officio board to a directly elected TPMPD Board. To my knowledge there are no prior examples of a metropolitan park district making this transition. Because the legislature has not specifically authorized the existing board to change the form of governance it is my opinion that the change should be authorized by the voters.¹ Based on this opinion I recommend the following procedures:

Procedure – Option 1 – Single Election:

1. Board approves resolution placing the change of governance on the ballot.
2. The resolution placing the change of governance on the ballot would also direct the county to place five TPMPD commissioner positions on the same ballot in the manner specified in RCW 35.61.050(2). Under the statute, candidates would file to run for a specific position. The two candidates that receive the largest number of voters would be elected to six year terms if the election is held in an odd numbered year or to five year terms if the election is held in an even numbered year. The candidates receiving the next two largest vote totals would be elected to four or three year terms and the winning candidate with the lowest vote total would serve for a one or two year term.
3. If the voters approved the proposition to change the governance then the commissioners elected would take office immediately upon the certification of the election and the commissioner taking his or her oath of office.
4. If the voters did not approve the change in governance then the commissioner elections would be void and the TPMPD would continue to be governed by the city council members.

¹ I note that RCW 35.61.050(5) requires that a metropolitan park district created before 2002 must obtain voter approval for a change of governance. Arguably, this implies that, a metropolitan park district created after 2002 does not require voter approval to change the form of governance. My preference is to avoid a governance transition based on an “arguably implied power” particularly when I believe the voter approval approach can move forward as expeditiously and with the same basic cost as an approach based solely on the action of the Board. (The election cost will be the same (as it is based on population), but the local voter pamphlet cost would be slightly higher if the ballot includes the governance change proposition in addition to the commissioner races).

Timeline Option 1.

1. The earliest the change could be placed on the ballot would be November 2015. In order for the measure to be placed on the November 2015 ballot, the resolution calling for the election on the governance change and directing the county to establish the commissioner positions would need to be filed with King County at least prior to August 3, 2015, to allow the County to establish a special filing period for the commissioner positions pursuant to RCW 29A.24.181. (King County Elections has confirmed this time frame but would like to receive the Resolution as far in advance of August 3, 2015 as possible.)
2. The County would establish a special 3 day filing period for the new commissioner positions August 5-7.
3. Based on the language of the statute, since the commissioners would take office immediately, there would not be any type of mandatory transition period between the two governance boards so the current board would want to establish an informal transition and education period to assist the new board with the transition.

Procedure – Option 2 – Multiple Elections:

1. Board approves resolution placing the change of governance on the ballot.
2. Voters vote to change form of governance to be effective at a future date.
3. If voters approved change in form of governance, Board approves subsequent resolution directing the county to place five TPMPD commissioner positions on the ballot in the manner specified in RCW 35.61.050(2). Under the statute, candidates would file to run for a specific position. The two candidates that receive the largest number of voters would be elected to six year terms if the election is held in an odd numbered year or to five year terms if the election is held in an even numbered year. The candidates receiving the next two largest vote totals would be elected to four or three year terms and the winning candidate with the lowest vote total would serve for a one or two year term.
4. The commissioners elected would take office immediately upon the certification of the election and the commissioner taking his or her oath of office.

Timeline Option 2.

1. The earliest that the change in governance issue could be placed on the ballot would be November 2015. In order for the measure to be placed on the November 2015 ballot, the resolution calling for the election on the governance change would need to be filed with King County on or before August 4, 2015.

2. If the voters approved the change in the form of governance in November 2015, the Board would need to adopt a Resolution directing the county to place five TPMPD commissioner positions on the ballot in the manner specified in RCW 35.61.050(2) prior to December 10, 2015, for the February 9, 2016 election. The County would establish a special filing period for the commissioner positions pursuant to RCW 29A.24.181.
3. The County would establish a special 3 day filing period for the new commissioner positions. (King County Elections has stated that they would work with the District to establish a special filing period around the December 10th time frame.)
4. King County Elections noted that a special election for the commissioner positions in February or April would be substantially more expensive for the District and that voter turnout would be substantially lower. The Board under this staggered approach could, however, consider delaying to the commissioner position elections to the following primary or general election to increase voter turnout and reduce costs.
5. Based on the language of the statute, since the commissioners would take office immediately, there would not be any type of mandatory transition period between the two governance boards so the current board would want to establish an informal transition and education period to assist the new board with the transition.



ACE FIRE
& SECURITY
SYSTEMS

A Division of Alarm Center, Inc.

6.f.1. Contract Fire Inspection & Services Agreement

☐ NEW ☒ REPLACEMENT

800-354-1555 | ACE Fire & Security Systems, PO Box 3363, Lacey, WA 98509-3363 | www.AceFireWA.com

FIRE INSPECTION &
SERVICES AGREEMENT

This Agreement is entered into this 20th day of May 20 15, by and between ACE Fire & Security Systems, a division of Alarm Center, Inc., a Washington corporation, hereinafter referred to as "ACE", and

Tukwila Pool Metropolitan Park District hereinafter referred to as "Subscriber:"

1. DESCRIPTION OF SERVICES PROVIDED: ACE agrees to provide the services checked in paragraph 2 below for the alarm system owned by Subscriber and located at:

Street Address 4414 South 114th St. City Tukwila State WA Zip Code 98168

Phone Number(s) 206.267.2350 or 206.432.7550 Contact Person Kim McCoy

Billing Address Same as above

MONITORING EQUIPMENT:

- ☒ Communicator Model
Fire Lite MS 9200
☒ Radio Model ☒ Bailment
7788F
☐

TYPE OF SIGNAL

TRANSMISSION:

- ☐ Regular Telephone Line
☐ Cellular
☒ Radio Transmission
☐ Bundled deal w/Sec

TYPE OF SYSTEM

MONITORED:

- ☒ Fire Alarm
☐ Elevator Alarm
☐

INSPECTION SERVICE:

- ☐ Monthly Inspection
☐ Quarterly Inspection
☐ Semi-Annual Inspection
☒ Annual Inspection
☐ Extended Warranty
☒ Special Service \$36.00 first 10 Extinguishers \$4ea thereafter

TYPE OF SYSTEM INSPECTED:

- ☒ Fire Alarm
☐ Halon System
☐ Sprinkler
\$215 Fire Alarm

2. TERMS, PAYMENT, RENEWAL: Subscriber hereby agrees to pay to ACE, its agents or assigns:

2.1 ☒ For INSTALLATION, \$ 795.00

2.2 ☒ For INSPECTIONS, \$ 215.00 per year

2.3 ☐ For EXTENDED WARRANTY REPAIR SERVICE,
the sum of \$ per

2.4 ☒ For MONITORING, \$ 30.00 per month for 36 months.

Monitoring fees are payable quarterly in advance, on the first day of the month, commencing the date of this Agreement or with the month following completion of the installation whichever is later, for the period of months specified above from the date of completion of installation of the system. In addition, together with the first monthly payment. Subscriber shall pay the pro rata share of the monthly charge for the month in which installation was completed. This Agreement shall automatically be renewed for successive terms of twelve (12) months at the same monthly service rate, subject to paragraph 12, unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term thereof. Inspections are payable upon completion.

3. MONITORING SERVICES:

3.1 ACE agrees to monitor without liability and not as an insurer during the term of this Agreement, the signals of alarm System(s) owned by Subscriber at the premises hereinabove set forth. ACE shall connect Subscriber's System to ACE's monitoring receiver located in its monitoring facility. ACE or its designee, shall make every reasonable effort to do the following: Upon receipt of an alarm signal from the Subscriber's premises, and prior to notifying the authorities, the monitoring facility shall attempt to verify all signals in accordance with current industry and jurisdictional standards, or as may be required by a jurisdictional ordinance. If, after completing this verification process, the alarm signal is not verified as false, the monitoring facility shall make every reasonable effort to notify the authorities and/or the person or persons whose names and telephone numbers have been provided in writing by the Subscriber. The monitoring facility reserves the right to verify all alarm signals by telephone or otherwise before notifying emergency personnel, and may discontinue any particular response service due to governmental or insurance requirements by giving notice in writing to Subscriber. If, in the opinion of ACE, use by the Subscriber adversely affects the use of the signal receiving equipment, this Agreement may be terminated thirty (30) days following written notice to Subscriber. Subscriber acknowledges that ACE's repair obligation with respect to monitoring relates solely to the repair and operation of the signal receiving equipment and transmitting equipment owned by ACE. ACE is in no way obligated to maintain, repair, service, replace, operate or assure the operation of the property, system or any devices or device of the Subscriber. The monitoring service shall commence on the date of connection of the transmission equipment to the telephone lines of the Subscriber by ACE. Subscriber is aware and consents to all telephone communications through central monitoring station being recorded.

3.2 Telephone Transmission: Subscriber acknowledges that ACE utilizes telephone line transmission and the signals from Subscriber's alarm system are transmitted over Subscriber's regular telephone service to ACE, and in the event Subscriber's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Subscriber's alarm system will not be received by ACE during any such interruption in telephone service and the interruption will not be known to ACE. Subscriber further acknowledges and agrees that signals which are transmitted over telephone company lines are wholly beyond the control and jurisdiction of ACE and are maintained and serviced by the applicable telephone company or utility. Subscriber agrees to furnish any necessary telephone service or telephone lines at Subscriber's own expense. Any and all telephone company charges shall be billed to Subscriber's telephone bill, unless specified otherwise under paragraph 2 on the front of this Agreement. Any increased telephone company charges shall be borne by Subscriber, and if charged directly to ACE, shall be added to the periodic charges billed to Subscriber. Subscriber acknowledges that activation of the alarm system may interrupt and disconnect any telephone call in progress.

3.3 Radio Transmission: Subscriber acknowledges that if ACE utilizes signal transmission by a radio system, that such transmission is subject to environmental factors, both natural and man-made that are wholly beyond the control of ACE. Use of Radio Frequencies are controlled by the Federal Communications Commission (FCC) and changes in rules, regulations, and policies may necessitate discontinuing or changing such transmission facilities.

3.4 VoIP/Internet/Cellular/GPS/Video/Other: Subscriber acknowledges that if ACE utilizes signal transmission by VoIP/Internet/Cellular/GPS/Video/Other that such transmission is subject to factors that may interrupt signals from Subscriber's alarm system and will not be received by ACE during any such interruption in these

services and may not be known to ACE. Subscriber further acknowledges and agrees that signals which are transmitted over VoIP/Internet/Cellular/GPS/Video/Other are wholly beyond the control and jurisdiction of ACE and are maintained and serviced by the applicable service provider. Subscriber agrees to furnish any necessary VoIP/Internet/Cellular/GPS/Video/Other connections at Subscriber's own expense. Any increased VoIP/Internet/Cellular/GPS/Video/Other service provider charges shall be borne by Subscriber, and if charged directly to ACE, shall be added to the periodic charges billed to Subscriber.

4. INSPECTION SERVICE: ACE will conduct inspections in accordance with the regulations of NFPA 72 and IFC

as per local or State Fire Marshal's requirement. This contract does not include cleaning of detectors unless specified as a special service in paragraph 1.

5. MAINTENANCE REPAIR SERVICE:

5.1 Warranty Repair Service. (This only applies to new systems installed by ACE.) We do not give any express warranty with respect to our installation of the System, but during the term of the one (1) year warranty period we will repair or replace any defective part of the System installed by us without additional charge to you. We may use new or used parts of the same quality. We provide no warranty service for systems we did not install. We do not warranty repair necessitated by Acts of God or Subscriber abuse.

5.1.1 Bailment Warranty. Equipment will be maintained for the life of this Agreement at no additional charge. This warranty covers all travel, any potential hardware/ parts or labor to keep the equipment in proper working order as determined by ACE.

5.2 Maintenance Service: Subscriber authorizes and empowers ACE to service aforesaid system(s) and to make any necessary repairs as requested. All necessary repairs and inspections shall be performed between the hours of 8:00A.M. and 5:00 P.M. Monday through Friday, excluding National holidays, subject to the following terms and conditions:

5.2.1 Extended Warranty Repair Service: After each full annual maintenance payment has been made in advance under this Agreement, all maintenance repairs necessitated by ordinary wear and tear during the following year shall be at ACE's expense.

5.2.2 Non-Warranty Repair Service: Subscriber agrees to pay for all materials, parts and labor used for such repairs, at ACE's then prevailing rate. Payments for repairs shall be paid within ten (10) days of receipt of ACE invoice thereof. If maintenance service is a part of this Agreement and fees are paid one year in advance, services for all maintenance repairs necessitated by ordinary wear and tear will be at no cost to Subscriber.

5.2.3 Emergency Service Calls/Repairs: ACE shall perform all emergency service within twenty-four (24) hours following the request for service by Subscriber, or when a trouble signal is reported by the Alarm Center monitoring the alarms.

5.2.4 Prevailing Rate: The sum of \$ 95.00 will be paid for the first

15 minutes and \$ 30.00 for each additional 15 minute period or fraction thereof during regular business hours. Service calls, repairs are billed at time and one half before midnight and double time after midnight, holidays and Sundays. This rate may be increased without notice.

6. RECEIPT OF COPY: SUBSCRIBER ACKNOWLEDGES RECEIPT OF ELECTRONIC COMPUTER FILE (PDF) TO BE THE SAME AS RECEIVING TWO (2) COPIES OF THIS AGREEMENT. THE TERMS AND CONDITIONS SET FORTH IN PARAGRAPHS 8 THROUGH 29 ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE ARE MADE A PART HEREOF.

7. ACE'S LIABILITY/DISCLAIMER OF WARRANTIES: ACE DOES NOT REPRESENT OR WARRANT: THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, FIRE, OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT ACE HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SUBSCRIBER FURTHER ACKNOWLEDGES: THAT ACE IS NOT AN INSURER, THAT SUBSCRIBER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF. PURCHASER ACKNOWLEDGES THAT HE HAS READ AND DISCUSSED PARAGRAPHS 18 AND 19 REGARDING ACE'S LIMITATION OF LIABILITY AND RIGHT OF INDEMNIFICATION WITH ACE'S AGENT. BUYER UNDERSTANDS THAT HE MAY OBTAIN A HIGHER LIMITATION OF ACE'S LIABILITY BY PAYING AN ADDITIONAL CHARGE.

ACE FIRE & SECURITY SYSTEMS

ACE Representative Kacy Hilden

State Contractor's License Number: ALARMCI055CW

Approved: Authorized Officer

SUBSCRIBER

By X Kim McCoy - K. McCoy

Title Administrative Director Date 5/22

- ☐ Corporation ☐ Sole Proprietorship
☐ Partnership ☒ Other (describe) Metropolitan Park District

THIS AGREEMENT SHALL NOT BE BINDING UPON ACE UNLESS APPROVED IN WRITING BY AN OFFICER OF ACE. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF ACE SHALL BE TO RE-FUND TO SUBSCRIBER THE AMOUNT THAT HAS BEEN PAID TO ACE BY SUBSCRIBER UPON THE SIGNING OF THIS AGREEMENT. FAXED OR E-MAILED SIGNED AGREEMENTS DEEMED AS ORIGINALS.

8. FALSE ALARMS: In the event an excessive number of false alarms are caused by Subscriber's carelessness, malicious action, or accidental use of the alarm system, ACE may in its sole discretion deem same to be a material breach of this agreement on the part of Subscriber and, at its option, in addition to all other legal remedies set forth below, be excused from further performance upon the giving of ten (10) days written notice to Subscriber. ACE's excuse from performance shall not affect its right to recover damages from Subscriber. In the event a fine, penalty, or fee is assessed against ACE by any governmental or municipal agency as a result of any alarm originating from Subscriber's premises, Subscriber agrees to forthwith reimburse ACE for same.

9. PERMITS/LICENSES: Subscriber represents that he has secured whatever permission, permits or licenses that may be necessary from local authorities for the monitoring of his alarm system. Subscriber shall pay all permit fees, license fees or other charges that may be required by governmental agencies.

10. INTERRUPTION OF SERVICE: ACE assumes no liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone or radio transmission service, acts of God, or for any other cause beyond the control of ACE and will not be required to supply monitoring service to Subscriber while interruption of service due to any such cause may continue.

11. SUSPENSION OR CANCELLATION OF THIS SYSTEM: This Agreement may be suspended or cancelled without notice at the option of ACE, if ACE's, the Remote Facilities' or Subscriber's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event ACE is unable to render service as a result of any action by any governmental authority.

12. TAXES, INCREASE IN TAXES, UTILITY CHARGES OR MONTHLY SERVICE:

12.1 Subscriber agrees to pay all applicable sales taxes, assessments or fees which are now or hereinafter applicable to this system. Subscriber acknowledges that he is responsible for all charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company line charges, if any. ACE shall have the right, at any time, to increase the monthly charges provided herein, to reflect any additional taxes, fees or charges which hereafter may be imposed on ACE by any utility or governmental agency relating to the service(s) provided under the terms of this Agreement and Subscriber agrees to pay the same.

12.2 So that ACE may properly adjust its rates to meet changing monitoring costs and notwithstanding the terms and conditions set forth herein after the expiration of one (1) year from the date of this Agreement. ACE may at any time increase the monthly service charge for either monitoring or repair service upon giving the Subscriber notice in writing. If Subscriber is unwilling to pay the increased monthly charge for either of these services, Subscriber may terminate this Agreement for that service only upon giving notice in writing to ACE within thirty (30) days from the effective date of the increase. Subscriber's failure to notify ACE within said thirty (30) days shall constitute Subscriber's consent to the increase.

13. SUBSCRIBER'S DUTIES AS TO USE OF SYSTEM: The Subscriber shall carefully and properly test and set the system monthly or as per NFPA, local ordinances and manufacturers requirements. If any defect in operation of the system develops, or in the event of a power failure or any other interruption at Subscriber's premises, Subscriber shall notify ACE of any remodeling or other changes to the protected premises that may affect the alarm system.

14. AUTHORIZED PERSONNEL: Subscriber agrees to furnish forthwith a written list of the names and appropriate phone numbers of all persons authorized to arrange an unscheduled event and/or be notified in the event of an alarm, and to furnish ACE with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to ACE in writing.

15. TITLE TO MONITORING EQUIPMENT: Subscriber agrees that all equipment installed by ACE to transmit signals to monitor or to supervise the system(s) shall at all times remain the sole property of ACE. Subscriber will not damage, encumber or dispose of said equipment or permit the equipment to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone but authorized agents of ACE. In the event of loss or damage to the equipment or any part thereof, Subscriber agrees to pay ACE the reasonable value thereof or the cost of repairs as the case may be. At the expiration of this Agreement, or in the event of any default in performance by Subscriber, ACE is authorized to enter upon the premises of Subscriber and remove ACE's owned equipment. Removal of the equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Subscriber shall in such event return said equipment to ACE in good condition, reasonable wear and tear accepted. Subscriber agrees that the installation of the equipment does not create a fixture to Subscriber's premises.

16. DELINQUENCY; RECONNECT CHARGES; NSF CHARGES: In the event any payment due hereunder is more than thirty (30) days delinquent ACE may impose and collect a delinquency charge of one percent (1.5%) per month (18% per annum) of the amount of the delinquency or the maximum amount permitted by law which ever is the lesser. If the monitoring service is deactivated because of Subscriber's past due balance and if Subscriber desires to have the service reactivated, Subscriber agrees to pay in advance to ACE a reactivation charge to be fixed by ACE in a reasonable amount. The Subscriber agrees to a \$30 charge by ACE if any of Subscriber's payments are identified by the Subscriber's financial institution as Non-Sufficient Funds.

17. DEFAULT BY SUBSCRIBER: If Subscriber fails to pay any amount herein provided within thirty (30) days after the same is due and payable, or cancels monitoring services prior to term as described in paragraph 2; or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Subscriber or his property, or if Subscriber makes any assignment for the benefit of creditors, ACE shall have the right but shall not be obligated to exercise any one or more of the following remedies: (a) Recover the existing amounts due from Subscriber and continue to monitor the system, in which case ACE shall be entitled to future period payments due under this Agreement for said services; and/or (b) Discontinue monitoring of the system upon ten (10) days written notice to Subscriber at Subscriber's address listed above; at which time, the monitoring amount due for remaining months of the agreement become immediately due and payable as liquidated damages for defaulting on the agreement.

18. ACE IS NOT AN INSURER; LIMITATION OF LIABILITY: IT IS UNDERSTOOD AND AGREED: THAT ACE IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER; THAT THE PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF THE SERVICE AS SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF THE SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON SUBSCRIBER'S PREMISES, THAT ACE MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING, BUT NOT LIMITED TO INSTALLATION,

SERVICE, INSPECTION, MAINTENANCE OR MONITORING, OR THE FAILURE OF THE SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO SUBSCRIBER BECAUSE OF, AMONG OTHER THINGS: THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE DESIGNED TO DETECT OR AVERT; THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE OR FIRE DEPARTMENT, SHOULD THE POLICE OR FIRE DEPARTMENT BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING; THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY ACE'S FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE; AND THE NATURE OF THE SERVICE TO BE PERFORMED BY ACE.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF ACE SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO A FAILURE OF THE INSTALLATION, REPAIR SERVICE, MAINTENANCE, INSPECTION, MONITORING, SERVICE OR EQUIPMENT IN ANY RESPECT WHATSOEVER, ACE'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF SIX (6) MONTHLY PAYMENTS OR TWO HUNDRED FIFTY DOLLARS (\$250.00), WHICHEVER IS THE LESSER, AND THIS LIABILITY SHALL BE EXCLUSIVE, AND THAT THE PROVISIONS OF THIS SECTION SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OF ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS CONTRACT; FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF ACE, ITS AGENTS, SERVANTS, ASSIGNS OR EMPLOYEES; FROM STRICT LIABILITY IN TORT; OR FROM ANY IMPLIED WARRANTY.

IF SUBSCRIBER WISHES, SUBSCRIBER MAY OBTAIN FROM ACE A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO ACE. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE TERMS, CONDITIONS AND AMOUNT OF THE LIMITED LIABILITY AND THE ADDITIONAL MONTHLY CHARGE. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO ACE AS AN INSURER.

19. THIRD PARTY INDEMNIFICATION: When Subscriber ordinarily has the property of others in his custody, or the System extends to protect other persons or the property of others, Subscriber agrees to and shall indemnify, defend and hold harmless ACE, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause, including ACE's performance or failure to perform and including installation, maintenance, inspections, tests, repair service, monitoring, or non-operation of the System, whether based upon active or passive negligence, contribution, indemnification, warranty, or strict or product liability on the part of ACE, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee of ACE is on or about Subscriber's premises, and are solely and directly caused by said employee.

20. LIMITATION ON ACTIONS; WAIVER OF JURY TRIAL: Both parties hereby agree that no suit or action that relates in anyway to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefor. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in anyway to this Agreement (whether based upon contract, negligence or otherwise).

21. SUBROGATION: So far as it is permitted by Subscriber's property insurance coverage, Subscriber hereby releases, discharges and agrees to hold ACE harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Subscriber's premise whether said claims are made by Subscriber, his agents, or insurance company or other parties claiming under or through Subscriber. Subscriber agrees to indemnify ACE against, defend and hold ACE harmless from any action for subrogation which may be brought against ACE by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. Subscriber shall notify his insurance carrier of the terms of this provision.

22. GOVERNING LAW: Subscriber acknowledges that the monitoring service is provided in the State of Washington and therefore agrees that the laws of the State of Washington shall govern this agreement in all respects. In case of any arbitration or litigation hereunder venue shall be in Thurston County, Washington.

23. PURCHASE ORDERS: It is understood and agreed by and between the parties hereto that if there is any conflict between this agreement and Subscriber's purchase order, or any other document, this contract will govern, whether such purchase order or any other document is prior or subsequent to this agreement.

24. ATTORNEY'S FEES, COST AND COLLECTION FEES: If ACE finds it necessary to use a collection agency to receive amount(s) due, then the Subscriber will be obligated to pay any extra collection costs or handling fees in addition to the amount(s) due. If legal proceedings are necessary to collect amount(s) due, then and in such proceedings the unsuccessful party shall also pay to the successful party reasonable attorney's fees and any associated costs where permitted by law.

25. ASSIGNEES AND/OR SUBCONTRACTORS OF COMPANY: ACE shall have the right to assign this Agreement in whole or in part to any other person, firm or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may perform. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to ACE's maximum liability, and third party indemnification, shall inure to the benefit of and are applicable to any assignees and / or subcontractors of ACE, and that they bind Subscriber with respect to said assignees and / or subcontractors with the same force and effect as they bind Subscriber to ACE. Subscriber may assign this agreement with the prior written consent of ACE.

26. INVALID PROVISIONS: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

27. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, and Subscriber has read and understands this entire Agreement. This Agreement supersedes all prior representations, understandings or agreements of the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

28. PARAGRAPH HEADINGS: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

29. GENDER: Wherever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

I, the Subscriber, have read and accept this back side of this Agreement:

X  Date 5/22/2015
(III, MMXIV) C 24 ACE-ACI (REVERSE)



6.f.2. CUSTOM Security Systems Monitoring Agreement

A Division of Alarm Center, Inc.
4500 3RD AVE SE, LACEY, WA 98503
www.CustomSecurityWA.com
(360) 491-6320 or 800-227-0945

☐ NEW
☒ REPLACEMENT

NUMBER _____

MONITORING AGREEMENT

This Agreement is entered into this 22nd day of May 2015, by and between **Custom Security Systems**, a division of *Alarm Center, Inc.*, a Washington corporation, hereinafter referred to as "**CSS**", and Tukwila Pool Metropolitan Park District hereinafter referred to as "**Subscriber**."

1. (a) DESCRIPTION OF SERVICES PROVIDED: CSS agrees to provide monitoring equipment and service as hereinafter set forth for the alarm system owned by Subscriber and located at:

Street Address 4414 South 114th St. City Tukwila
State WA Zip Code 98168 Phone Number(s) 206.267.2350 or 206.432.7550
Billing Address Same as above

1. (b) MONITORING EQUIPMENT:

☒ Communicator Model # Concord
☐ Radio Model # _____
☐ _____

TYPE OF SIGNAL TRANSMISSION:

☒ Regular Telephone Line
☐ Cellular
☐ Radio Transmission
☐ \$25 Security Mon.+ \$20 Open & Close

TYPE OF SYSTEM MONITORED:

☒ Burglar Alarm ☐ Hold-up Alarm
☐ Fire Alarm ☐ Residential
☐ Video ☒ Commercial
☐ Other Open & Close

2. TERMS, PAYMENT, RENEWAL: Subscriber hereby agrees to pay to CSS, its agents or assigns:

(a) For **installation** of monitoring equipment \$ _____ + tax if applicable;

(b) For **monitoring** \$ 45.00 + tax if applicable, per month, payable quarterly in advance, on the first day of the month, commencing with the month

following completion of activation, for a period of 36 months from the date of completion of activation. In addition, together with the first monthly payment. Subscriber shall only pay the pro rata share of the monthly charge for the month in which installation was completed. This Agreement shall automatically be renewed for successive terms of twelve (12) months at the same monthly service rate unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term thereof. The above is subject to paragraph 11.

(c) **Telephone Transmission:** Subscriber acknowledges that CSS may utilize telephone line transmission and the signals from Subscriber's alarm system may be transmitted over Subscriber's regular telephone service to CSS, and in the event Subscriber's telephone service is out of order, disconnected or otherwise interrupted, signals from Subscriber's alarm system will not be received by CSS during any such interruption in telephone service and the interruption will not be known to CSS. Subscriber further acknowledges and agrees that signals which are transmitted over telephone/cable company lines are wholly beyond the control and jurisdiction of CSS and are maintained and serviced by the applicable telephone/cable company or utility. Subscriber agrees to furnish any necessary telephone service or telephone lines at Subscriber's own expense. Any and all telephone/cable company charges shall be billed to Subscriber's telephone bill. Any increased telephone/cable company charges shall be borne by Subscriber, and if charged directly to CSS, shall be added to the periodic charges billed to Subscriber. Subscriber acknowledges that activation of the alarm system will interrupt and disconnect any telephone call in progress.

(d) **Radio Transmission:** Subscriber acknowledges that if CSS utilizes signal transmission by a radio system, that such transmission is subject to environmental factors, both natural and man-made that are wholly beyond the control of CSS. Use of Radio Frequencies are controlled by the Federal Communications Commission (FCC) and changes in rules, regulations, and policies may necessitate discontinuing or changing such transmission facilities.

(e) **VoIP/Internet/Cellular/GPS/Video/Other:** Subscriber acknowledges that if CSS utilizes signal transmission by VoIP/Internet/Cellular/GPS/Video/Other that such transmission is subject to factors that may interrupt signals from Subscriber's alarm system and will not be received by CSS during any such interruption in these services and may not be known to CSS. Subscriber further acknowledges and agrees that signals which are transmitted over VoIP/Internet/Cellular/GPS/Video/Other are wholly beyond the control and jurisdiction of CSS and are maintained and serviced by the applicable service provider. Subscriber agrees to furnish any necessary VoIP/Internet/Cellular/GPS/Video/Other connections at Subscriber's own expense. Any increased VoIP/Internet/Cellular/GPS/Video/Other service provider charges shall be borne by Subscriber, and if charged directly to CSS, shall be added to the periodic charges billed to Subscriber.

3. MONITORING SERVICES: CSS agrees to monitor without liability and not as an insurer during the term of this Agreement, the signals of alarm system(s) owned by Subscriber at the premises hereinabove set forth. CSS shall connect Subscriber's system to CSS's monitoring receiver located in its monitoring facility. CSS or its designee, shall make every reasonable effort to do the following: Upon receipt of an alarm signal from the Subscriber's premises, and prior to notifying the authorities, the monitoring facility shall attempt to verify all signals in accordance with current industry and jurisdictional standards, or as may be required by a jurisdictional ordinance. If, after completing this verification process, the alarm signal is not verified as false, the monitoring facility shall make every reasonable effort to notify the authorities and/or the person or persons whose names and telephone numbers have been provided in writing by the Subscriber. The monitoring facility reserves the right to verify all alarm signals by telephone or otherwise before notifying emergency personnel, and may discontinue any

particular response service due to governmental or insurance requirements by giving notice in writing to Subscriber. If, in the opinion of CSS, use by the Subscriber adversely affects the use of the signal receiving equipment, this Agreement may be terminated thirty (30) days following written notice to Subscriber. Subscriber acknowledges that CSS's repair obligation with respect to monitoring relates solely to the repair and operation of the signal receiving equipment and transmitting equipment owned by CSS. CSS is in no way obligated to maintain, repair, service, replace, operate or assure the operation of the property, system or any devices or device of the Subscriber. The monitoring service shall commence on the date of connection of the transmission equipment to the telephone lines or other communication service of the Subscriber by CSS and after any grace period required by a jurisdictional ordinance. Subscriber is aware and consents to all telephone communication through central monitoring station being recorded.

4. FALSE ALARMS: In the event an excessive number of false alarms are caused by Subscriber's carelessness, malicious action, or accidental use of the alarm system, CSS may in its sole discretion deem same to be a material breach of this Agreement on the part of Subscriber and, at its option, in addition to all other legal remedies set forth below, be excused from further performance upon the giving of ten (10) days written notice to Subscriber. CSS's excuse from performance shall not affect its right to recover damages from Subscriber. In the event a fine, penalty, or fee is assessed against CSS by any governmental or municipal agency as a result of any alarm originating from Subscriber's premises, Subscriber agrees to forthwith reimburse CSS for same.

5. PERMITS/REGISTRATION/LICENSES: Subscriber represents that he has secured whatever permission, permits, registration or licenses that may be necessary from local authorities for the monitoring of his alarm system. Subscriber shall pay all permit fees, license fees, registration fees or other charges that may be required by governmental agencies.

6. INTERRUPTION OF SERVICE: CSS assumes no liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone/transmission service, acts of God, or for any other cause beyond the control of CSS and will not be required to supply monitoring service to Subscriber while interruption of service due to any such cause may continue.

7. SUSPENSION OR CANCELLATION OF THIS SYSTEM: This Agreement may be suspended or cancelled without notice at the option of CSS, if CSS's, the Remote FCSSilities' or Subscriber's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event CSS is unable to render service as a result of any action by any governmental authority.

8. RECEIPT OF COPY: SUBSCRIBER ACKNOWLEDGES RECEIPT OF ELECTRONIC COMPUTER FILE (PDF) TO BE THE SAME AS RECEIVING TWO (2) COPIES OF THIS AGREEMENT. THE TERMS AND CONDITIONS SET FORTH IN PARAGRAPHS 11 THROUGH 29 ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE ARE MADE A PART HEREOF.

9. THIS MESSAGE APPLIES TO RESIDENTIAL DOOR-TO-DOOR SALES ONLY: YOUTHESUBSCRIBERMAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE PARAGRAPH 28 ON REVERSE SIDE FOR AN EXPLANATION OF THIS RIGHT.

10. CSS'S LIABILITY/DISCLAIMER OF WARRANTIES: CSS DOES NOT REPRESENT OR WARRANT: THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, FIRE, OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT CSS HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SUBSCRIBER FURTHER ACKNOWLEDGES: THAT CSS IS NOT AN INSURER, THAT SUBSCRIBER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF. SUBSCRIBER ACKNOWLEDGES THAT HE HAS READ AND DISCUSSED PARAGRAPHS 17 AND 18 REGARDING CSS'S LIMITATION OF LIABILITY AND RIGHT OF INDEMNIFICATION WITH CSS'S AGENT. SUBSCRIBER UNDERSTANDS THAT HE MAY OBTAIN A HIGHER LIMITATION OF CSS'S LIABILITY BY PAYING AN ADDITIONAL CHARGE.

CUSTOM SECURITY SYSTEMS

CSS Representative Kacy Hilden

State Contractor's License Number: **ALARMCI055CW**

Approved: _____
Authorized Officer

SUBSCRIBER

By X Kim McGoy - J. M. Cuy

Title Administrative Director Date 5/22/2015

☐ Corporation ☐ Sole Proprietorship
☐ Partnership ☒ Other (describe) Metropolitan Park District

THIS AGREEMENT SHALL NOT BE BINDING UPON CSS UNLESS APPROVED IN WRITING BY AN OFFICER OF CSS. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF CSS SHALL BE TO REFUND TO SUBSCRIBER THE AMOUNT THAT HAS BEEN PAID TO CSS BY SUBSCRIBER UPON THE SIGNING OF THIS AGREEMENT.

11. INCREASE IN TAXES, UTILITY CHARGES OR MONTHLY SERVICE: CSS shall have the right, at any time, to increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on CSS and which relate to the services provided under this Agreement; and Subscriber agrees to pay such increased monthly charges.

11.1 In addition to the increases set forth above, but not more often than once during any twelve month period, CSS shall also have the right to increase the monthly charges called for during the term of this Agreement by a percentage equal to 1.5 times the percentage increase in the *Department of Labor Consumer Price Index*, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (11.1), which ever date is later; and Subscriber agrees to pay such increased monthly charges.

11.2 As an alternative to sub-paragraphs (11) and (11.1), but not more often than once during any twelve month period, CSS shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this sub-paragraph (11.2). Said 20% per year increase shall be in lieu of all other increases in such year provided for in sub-paragraphs (11) and (11.1). If Subscriber is unwilling to pay increases in monthly charges imposed pursuant to this sub-paragraph (11.2), and provided Subscriber is not then in default of any terms or conditions in the Agreement, or CSS is unwilling to rescind such increase, Subscriber may terminate this Agreement upon notice to CSS in writing within thirty (30) days from the date of CSS's written notice to Subscriber of increases being imposed pursuant to this sub-paragraph (11.2). Subscriber's failure to notify CSS in writing within said thirty (30) days shall constitute Subscriber's consent to the increases pursuant to this sub-paragraph (11.2).

12. SUBSCRIBER'S DUTIES AS TO USE OF SYSTEM: THE SUBSCRIBER SHALL CAREFULLY AND PROPERLY TEST THE SYSTEM MONTHLY DURING THE TERM OF THIS AGREEMENT. IF ANY DEFECT IN OPERATION OF THE SYSTEM DEVELOPS OR IN THE EVENT OF A POWER FAILURE OR OTHER INTERRUPTION AT SUBSCRIBER'S PREMISES, SUBSCRIBER SHALL NOTIFY CSS IMMEDIATELY.

13. AUTHORIZED PERSONNEL: Subscriber agrees to furnish forthwith a written list of the names and appropriate phone numbers of all persons authorized to arrange an unscheduled event and/or be notified in the event of an alarm, and to furnish CSS with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to CSS in writing.

14. TITLE TO RADIO MONITORING EQUIPMENT: Subscriber agrees that when radio equipment is installed and utilized for alarm transmission by CSS the radio equipment shall at all times remain the sole property of CSS. Subscriber will not damage, encumber or dispose of said equipment or permit the equipment to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone but authorized agents of CSS. In the event of loss or damage to the equipment or any part thereof, Subscriber agrees to pay CSS the reasonable value thereof or the cost of repairs as the case may be. At the expiration of this Agreement, or in the event of any default in performance by Subscriber, CSS is authorized to enter upon the premises of Subscriber and remove CSS's owned equipment. Removal of the equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Subscriber shall in such event return said equipment to CSS in good condition, reasonable wear and tear accepted. Subscriber agrees that the installation of the equipment does not create a fixture to Subscriber's premises.

15. DELINQUENCY; RECONNECT CHARGES; NSF CHARGES: In the event any payment due hereunder is more than thirty (30) days delinquent, CSS may impose and collect a delinquency charge of one percent (1%) per month (12% per annum) of the amount of the delinquency or the maximum amount permitted by law which ever is the lesser. If the monitoring service is deactivated because of Subscriber's past due balance and if Subscriber desires to have the service reactivated, Subscriber agrees to pay in advance to CSS a reactivation charge to be fixed by CSS in a reasonable amount. The Subscriber agrees to a \$30 charge by CSS if any of Subscriber's payments are identified by the Subscriber's financial institution as Non-Sufficient Funds (NSF).

16. DEFAULT BY SUBSCRIBER: If Subscriber fails to pay any amount herein provided within thirty (30) days after the same is due and payable, or cancels monitoring services prior to term as described in paragraph 2; or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Subscriber or his property, or if Subscriber makes any assignment for the benefit of creditors, CSS shall have the right but shall not be obligated to exercise any one or more of the following remedies: (a) Recover the existing amounts due from Subscriber and continue to monitor the system, in which case CSS shall be entitled to future period payments due under this Agreement for said services; and/or (b) Discontinue monitoring of the system upon ten (10) days written notice to Subscriber at Subscriber's address listed above; at which time, the monitoring amount due for remaining months of the agreement become immediately due and payable as liquidated damages for defaulting on the agreement.

17. CSS IS NOT AN INSURER; LIMITATION OF LIABILITY: IT IS UNDERSTOOD AND AGREED: THAT CSS IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER; THAT THE PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF THE SERVICE AS SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF THE SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON SUBSCRIBER'S PREMISES, THAT CSS MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING, BUT NOT LIMITED TO INSTALLATION, SERVICE, MAINTENANCE OR MONITORING, OR THE FAILURE OF THE SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO SUBSCRIBER BECAUSE OF, AMONG OTHER THINGS: THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT; THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE OR FIRE DEPARTMENT, SHOULD THE POLICE OR FIRE DEPARTMENT BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING; THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY CSS'S FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE; AND THE NATURE OF THE SERVICE TO BE PERFORMED BY CSS.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF CSS SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO A FAILURE OF THE INSTALLATION, REPAIR SERVICE, MONITORING, SERVICE OR EQUIPMENT IN ANY RESPECT WHATSOEVER, CSS'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF

SIX (6) MONTHLY PAYMENTS OR TWO HUNDRED FIFTY DOLLARS (\$250.00), WHICHEVER IS THE LESSER, AND THIS LIABILITY SHALL BE EXCLUSIVE, AND THAT THE PROVISIONS OF THIS SECTION SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OF ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS CONTRACT; FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF CSS, ITS AGENTS, SERVANTS, ASSIGNS OR EMPLOYEES; FROM STRICT LIABILITY IN TORT; OR FROM ANY IMPLIED WARRANTY.

IF SUBSCRIBER WISHES, SUBSCRIBER MAY OBTAIN FROM CSS A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO CSS. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE TERMS, CONDITIONS AND AMOUNT OF THE LIMITED LIABILITY AND THE ADDITIONAL MONTHLY CHARGE. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO MAKE CSS AS AN INSURER.

18. THIRD PARTY INDEMNIFICATION: When Subscriber ordinarily has the property of others in his custody, or the System extends to protect other persons or the property of others, Subscriber agrees to and shall indemnify, defend and hold harmless CSS, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause, including CSS's performance or failure to perform and including installation, inspections, tests, repair service, monitoring, or non-operation of the System, whether based upon active or passive negligence, contribution, indemnification, warranty, or strict or product liability on the part of CSS, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee of CSS is on or about Subscriber's premises, and are solely and directly caused by said employee.

19. LIMITATION ON ACTIONS; WAIVER OF JURY TRIAL: Both parties hereby agree that no suit or action that relates in anyway to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefor. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in anyway to this Agreement (whether based upon contract, negligence or otherwise).

20. SUBROGATION: So far as it is permitted by Subscriber's property insurance coverage, Subscriber hereby releases, discharges and agrees to hold CSS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Subscriber's premise whether said claims are made by Subscriber, his agents, or insurance company or other parties claiming under or through Subscriber. Subscriber agrees to indemnify CSS against, defend and hold CSS harmless from any action for subrogation which may be brought against CSS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. Subscriber shall notify his insurance carrier of the terms of this provision.

21. GOVERNING LAW: Subscriber acknowledges that the monitoring service is provided in the *State of Washington* and therefore agrees that the laws of the *State of Washington* shall govern this Agreement in all respects.

22. PURCHASE ORDERS: It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Subscriber's purchase order, or any other document, this contract will govern, whether such purchase order or any other document is prior or subsequent to this Agreement.

23. ATTORNEY'S FEES, COST AND COLLECTION FEES: If CSS finds it necessary to use a collection agency to receive amount(s) due, then the Subscriber will be obligated to pay any extra collection costs or handling fees in addition to the amount(s) due. If legal proceedings are necessary to collect amount(s) due, then and in such proceedings the unsuccessful party shall also pay to the successful party reasonable attorney's fees and any associated costs where permitted by law.

24. ASSIGNEES AND/OR SUBCONTRACTORS OF COMPANY: CSS shall have the right to assign this Agreement in whole or in part to any other person, firm or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may perform. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to CSS's maximum liability, and third party indemnification, shall inure to the benefit of and are applicable to any assignees and/or subcontractors of CSS, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to CSS.

25. INVALID PROVISIONS: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

26. PARAGRAPH HEADINGS: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. GENDER: Wherever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

28. NOTICE OF CANCELLATION FOR RESIDENTIAL SUBSCRIBERS: You, the residential Subscriber, may cancel this transaction, without any penalty or obligation, within three (3) business days from the date on the front side of this Agreement. If you cancel, any property traded in, and payment made by you under the contract or sale and any negotiable instrument executed by you will be returned within ten (10) days following receipt by CSS of your cancellation notice and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to CSS, at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale, or you may, if you wish, comply with the instruction of CSS regarding the return shipment of the goods at CSS's expense and risk. If you do make the goods available to CSS and CSS does not pick them up within twenty (20) days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to CSS or if you agree to return the goods to CSS and fail to do so, then you remain liable for performance of all obligations under the Agreement.

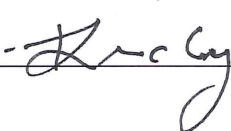
To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, or send a telegram to: CUSTOM SECURITY SYSTEMS, 4500 3RD AVE SE, LACEY, WA 98503.

I hereby cancel this transaction. Initials:

Date:

29. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, and Subscriber has read and understands this entire Agreement. This Agreement supersedes all prior representations, understandings or agreements of the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

I, the Subscriber, have read and accept this back side of this Agreement:

X Kim McGoy - 

Date 5-22-2015

(III MMXIV) C 5 CSS-ACI (REVERSE)

Appendix B – June 20, 2015 Tukwila Pool Special Event

Note: This is the fifth theme event this year implemented by the Marketing Group. Community attendance greatly increases with the enhanced environment, music, activities, theme-based items and information provided.

READY SET DIVE ON IN...

EVERY 3rd SATURDAY
games costumes 1-3pm treats
EVENTS
TUKWILA POOL

Master the Board: Diving Contest
Enjoy Poolside Treats
Giant Beach Balls
Photo Ops
Intro to Inner Tubes

SATURDAY JUNE 20

only \$3

TUKWILA
Metropolitan Park District
POOL

Tukwila Pool/ 206 267 2350 4414 S 144th St tukwilapool.org