

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

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

I. RECITALS

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

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

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

II. AGREEMENT

1. Term of Agreement and Renewal.

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

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

2. Scope of Work.

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

A. Administrative Services performed by the City Clerk:

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

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

B. Information and Technology Services:

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

C. Finance:

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

D. Parks and Recreation:

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

E. Human Resources:

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

3. Cost of Support Services and Payment.

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

4. General Provisions.

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

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

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

For Tukwila:

For TPMPD:

City Clerk
City of Tukwila
6200 Southcenter Blvd.
Tukwila, WA 98188

President
TPMPD
6200 Southcenter Blvd.
Tukwila, WA 98188

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

CITY OF TUKWILA

TUKWILA POOL METROPOLITAN
PARK DISTRICT

By: _____
Jim Haggerton, Mayor

By: _____
Title: Board President

Dated: _____

Dated: _____

Attest:

Attest:

Christy O'Flaherty, City Clerk

Title: Clerk of the Board

Approved as to Form:

Approved as to Form:

Shelley M. Kerslake, City Attorney

Lisa M. Marshall, Attorney for TPMPD

Attachment: Exhibit A

Exhibit A

TUKWILA POOL ASSETS

purchase date	asset_type	tag_number	asset_desc	Years of Dep	original_cost	Accumulated Depreciation thru 12/31/2010	Book Value as of 12/31/2010
12/31/2003	bidg	GFA-3.17	Tukwila City Pool	7	2,180,200.00	292,628.00	1,887,572.00
12/31/2003	non-bldgim	GFA-4.36	Tukwila City Pool	7	9,593.00	4,480.00	5,113.00
12/31/2004	bidg	GFA-3.13b	6300 SCB Building - 2004 addition to GFA-3.13	6	9,600.00	2,304.00	7,296.00
12/31/2004	bidg	GFA-3.17a	Tukwila City Pool - 2004 addition to GFA-3.17	6	98,762.00	11,850.00	86,912.00
12/31/2005	machequip	GFA-11a.34	Artwork: Tukwila Pool Mural Project	0	5,440.00	-	5,440.00
12/31/2005	bidg	GFA-3.13c	6300 SCB Building - 2005 addition to GFA-3.13	5	17,244.80	3,448.96	13,795.84
12/31/2005	bidg	GFA-3.17b	Tukwila City Pool - 2005 addition to GFA-3.17 (301 Fund)	5	51,952.94	5,195.29	46,757.65
12/31/2005	bidg	GFA-3.17c	Tukwila City Pool: Diving Board (301 Fund)	5	8,170.12	4,085.06	4,085.06
12/31/2005	bidg	GFA-3.17d	Tukwila City Pool: Heat Exchanger (301 Fund)	5	9,868.85	4,934.43	4,934.43
12/31/2005	bidg	GFA-3.17e	Tukwila City Pool: Mechanical Room Doors (301 Fund)	5	6,177.43	2,059.14	4,118.29
12/31/2005	bidg	GFA-3.17f	Tukwila City Pool: 2005 additions to GFA-3.17 (301 Fund)	5	9,730.00	4,865.00	4,865.00
12/31/2005	bidg	GFA-3.17g	Tukwila City Pool: 2005 additions to GFA-3.17 (301 Fund)	5	7,390.00	739.00	6,651.00
12/31/2005	bidg	GFA-3.20	IT Move to 6300 Bldg.: IT Server Room Install Cooling Unit.	5	8,453.76	4,226.88	4,226.88
12/31/2005	bidg	GFA-3.21	Citywide Card Access System	5	43,667.93	21,833.97	21,833.97
12/31/2006	bidg	GFA-3.17h	Tukwila City Pool: 2006 HVAC & Painting Imps. (301 Fund)	4	8,964.00	2,390.40	6,573.60
						\$ 2,475,214.83	\$ 2,110,174.70

