

INFORMATIONAL MEMORANDUM

Tukwila Metropolitan Park District

TO: Tukwila Pool MPD Board President

FROM: Peggy McCarthy, Interim Finance Director

DATE: December 7, 2011

SUBJECT: Addendum to the Interlocal Agreement For Support Services Between the City of Tukwila and the Tukwila Pool Metropolitan Park District (District)

ISSUE

Amend the interlocal agreement (ILA) to clearly state that the salaries and benefits of the pool staff and management (the Aquatics Coordinator, Aquatics Specialist and Extra Labor) are:

- not a part of the interlocal agreement,
- charged to the District separately, and
- not included in City of Tukwila support service costs subject to the \$7,500 per month maximum fee.

FINANCIAL IMPACT

Adoption of the addendum has no financial impact on the District.

BACKGROUND

The current ILA includes "Pool staff and management" in Section II Item 2.1 D. 4. Because of this, it appears the pool staff salaries and benefits are included in, and subject to, the maximum fee clause in Section II item 3.3.1 which states, "The services provided under this agreement shall not exceed \$7,500.00 per month."

DISCUSSION

The annual 2011 budget for pool staff and management salaries and benefits was \$106,174 (representing 3 ½ months of operation) and is \$325,375 for 2012. Based on the adopted budgets for 2011 and 2012 which show these costs as separate line items independent of the ILA costs, and based on the magnitude of these costs, it appears the Board intended to exclude them from the interlocal agreement and to have them paid separately.

RECOMMENDATION

The Board is being asked to approve an addendum to the interlocal agreement with the City of Tukwila. The Tukwila City Council will be asked to consider and approve the addendum at the February 21st Regular meeting, possibly through the consent agenda process.

ATTACHMENTS

Addendum to Interlocal
Original Interlocal Agreement

ADDENDUM NO. 2

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

THIS ADDENDUM is made and entered into this _____ day of _____, 2012, by and between the City of Tukwila and the Tukwila Pool Metropolitan Park District, both of whom are Washington municipal corporations, in accordance with the Interlocal Cooperation Act (RCW 39.34).

REVISION TO SECTION II Item 2.1.D.4: That Item 2.1.D.4 “Pool staff and management” is amended to read as follows:

Pool staff and management. The cost of pool staff and management salaries and benefits are not included in this agreement. The cost of pool staff and management salaries and benefits shall be billed separately to the TPMPD. The positions of Aquatics Program Coordinator, Aquatics Program Specialist and Extra Labor comprise pool staff and management.

REVISION TO SECTION II Item 3.1: That Item 3.1 “Cost Basis” is amended to read as follows:

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 amount paid by the TPMPD for these services shall not exceed \$7500.00 per month. The cost of pool staff and management salaries and benefits shall not be included in the calculation of costs under this agreement and such costs do not apply towards the \$7500.00 per month maximum support services cost outlined herein. The costs of pool staff and management, including salaries and benefits, shall be billed separately to the TPMPD independent of this agreement.

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: _____
Verna Seal, Board President

Dated: _____

Dated: _____

Attest:

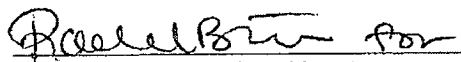
Attest:

Christy O'Flaherty, CMC, City Clerk

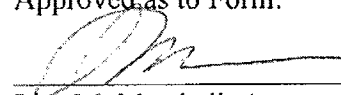
Kathy Hougardy, Clerk of the Board

Approved as to Form:

Approved as to Form:



Shelley M. Kerslake, City Attorney



Lisa M. Marshall, Attorney for TPMPD

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

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

I. RECITALS

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

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

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

II. AGREEMENT

1. Term of Agreement and Renewal.

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

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

2. Scope of Work.

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

A. Administrative Services performed by the City Clerk:

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

2nd of 2 originals

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

B. Information and Technology Services:

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

C. Finance:

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

D. Parks and Recreation:

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

E. Human Resources:

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

3. Cost of Support Services and Payment.

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

4. General Provisions.

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

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

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

For Tukwila:

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

For TPMPD:

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

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

CITY OF TUKWILA

TUKWILA POOL METROPOLITAN
PARK DISTRICT

By: Jim Haggerton
Jim Haggerton, Mayor

By: Allan Ekberg
Title: Board President

Dated: September 14, 2011

Dated: September 12, 2011

Attest:

Attest:

Christy O'Flaherty
Christy O'Flaherty, City Clerk

Wendy Seale
Title: Clerk of the Board

Approved as to Form:

Approved as to Form:

Shelley M. Kerslake
Shelley M. Kerslake, City Attorney

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

Attachment: Exhibit A

TUKWILA POOL ASSETS

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

ADDENDUM NO. 1

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

THIS ADDENDUM is made and entered into this 21ST day of November 2011, by and between the City of Tukwila and the Tukwila Pool Metropolitan Park District, both of whom are Washington municipal corporations, in accordance with the Interlocal Cooperation Act (RCW 39.34).

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

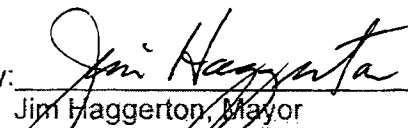
1. Term of Agreement and Renewal.


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

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

CITY OF TUKWILA

TUKWILA POOL METROPOLITAN
PARK DISTRICT

By: 
Jim Haggerton, Mayor

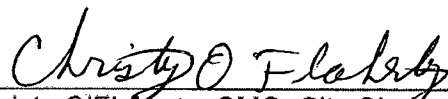
By: 
Allan Ekberg Board President


Dated: 11-21-11

Dated: 11-21-11

Attest:


Attest:

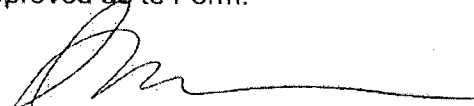

Christy O'Flaherty, CMC, City Clerk


Verna Seal, Clerk of the Board

Approved as to Form:

Approved as to Form:


Shelley M. Kerlake, City Attorney


Lisa M. Marshall, Attorney for TPMPD