

# Meeting of the Board of Commissioners

## TUKWILA POOL METROPOLITAN PARK DISTRICT

De'Sean Quinn, *President of the Board*  
Kate Kruller, *Clerk of the Board*

*Board Members:* ▶ Joe Duffie ▶ Dennis Robertson  
▶ Allan Ekberg  
▶ Verna Seal ▶ Kathy Hougardy

**Wednesday, March 26, 2014, 5:30 PM**  
**Tukwila City Hall Council Chambers**

**1. CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL**

**2. CITIZEN COMMENTS**

<b>3. CONSENT AGENDA</b>	<ul style="list-style-type: none"> <li>a. Approval of minutes: 2/26/14 (<i>Regular Mtg.</i>)</li> <li>b. Approval of vouchers.</li> </ul>
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<b>4. REPORTS</b>	<ul style="list-style-type: none"> <li>a. Commissioners</li> <li>b. Executive Director</li> <li>c. Operator</li> <li>d. Financial &amp; Support Services</li> <li>e. Tukwila Pool Advisory Committee (TPAC)               <ul style="list-style-type: none"> <li>• TPAC Chair report (includes 2 recommendations regarding scholarships and sponsorships)</li> <li>• TPAC agenda and minutes</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Pg. 1</li> <li>Pg. 3</li> <li>Pg. 7</li> <li>Pg. 13</li> </ul>
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<b>5. BUSINESS ITEMS</b>	<ul style="list-style-type: none"> <li>a. Interlocal Agreement draft with revisions for Commissioners to review</li> <li>b. Executive Director Committee Report</li> <li>c. 2014 planning calendar distribution               <ul style="list-style-type: none"> <li>• including proposed 5/31/14 date for Board Retreat</li> </ul> </li> <li>d. Discussion on Tukwila Pool Metropolitan Park District specific email addresses</li> <li>e. Facilities Use Agreement approval</li> <li>f. Next meeting is April 23, 2014.</li> </ul>	<ul style="list-style-type: none"> <li>Pg. 19</li> <li>Pg. 29</li> <li>Pg. 33</li> <li>Pg. 37</li> <li>Pg. 39</li> </ul>
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**6. MISCELLANEOUS**

**7. EXECUTIVE SESSION**

**8. ADJOURNMENT**

**Tukwila City Hall is wheelchair accessible.**

Reasonable accommodations are available at public hearings with advance notice to the City Clerk's Office (206-433-1800 or [TukwilaCityClerk@tukwilawa.gov](mailto:TukwilaCityClerk@tukwilawa.gov)). This notice is available at [www.tukwilawa.gov](http://www.tukwilawa.gov), and in alternate formats with advance notice for those with disabilities.

**Tukwila Metropolitan Park District Board meetings are audio taped.**

# Tukwila Pool Metropolitan Park District

## Mission, Vision, & Goals Summary

**Mission:** The mission of the Tukwila Pool Metropolitan Park District (MPD) is to provide the best run municipal aquatics program in the state.

**Vision:** To provide a sustainable and efficient pool that exceeds the community's needs.

**Goals:**

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

## **INFORMATIONAL MEMORANDUM**

### **Tukwila Pool Metropolitan Park District**

**TO:** Tukwila Pool MPD Board Members

**FROM:** Jennafer Price Cargill, TPMPD Executive Director

**DATE:** March 26, 2014

**SUBJECT:** Executive Director's Report

#### **ISSUE**

Update on TPMPD operations

#### **FINANCIAL IMPACT**

None

#### **BACKGROUND**

This informational memorandum is to update the Board on the work of the Executive Director

#### **DISCUSSION**

Between Feb 20 and March 19, the following has been accomplished:

- Attended TPAC meeting
- Facilitated Executive Director Committee meeting & prepared summary minutes
- In partnership with City Clerk, transitioned responsibility for preparing Board packet content
- Drafted reports, memos and accompanying documents for March meeting
- Drafted recommended language for revisions to ILA in partnership with TPMPD Attorney
- Researched costs and options for independent TPMPD website and email addresses
- Developed simple prototype TPMPD website
- Updated Long-term planning calendar
- Additional meetings held with:
  - De'Sean Quinn, Board President
  - David Cline, City Administrator
  - Rick Still, Parks & Recs Director
  - Amy Kindell, Tukwila Pool Staff
  - Brian Snure, TPMPD Attorney (by phone)

#### **RECOMMENDATION**

None

#### **ATTACHMENTS**


None



## INFORMATIONAL MEMORANDUM

### Tukwila Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Rick Still, Parks and Recreation Director 

DATE: March 19, 2014

SUBJECT: Operations Report

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#### ISSUE

Staff update on pool operations

#### FINANCIAL IMPACT

No financial impact

#### BACKGROUND

This Informational Memorandum serves as an operations update and overview to the Board.

#### DISCUSSION

**Revenues:** February 2014 revenues were \$14,769.50. Year to date revenues are 137% of projected year to date revenues.

**Swimming Education Programs:** 177 swimming lesson registrations in February 2014 set a new record by exceeding the highest previous number of February registrations by 49 or 139% (February 2010). These registrations included 14 registrations for Showalter Middle School students participating in the after school swimming lessons coordinated by Pool staff in partnership with Community Schools Collaboration.

**Pass Purchases:** February pass sales lagged behind traditional February pass sales numbers. This decrease in February pass sales could be due to no pass sales in February 2013 due the closure and the resulting lack or renewal of pass purchases for February 2014. 2014 year to date pass sales currently exceed 2013 first quarter pass sales by 8% and are on track with the budget goal to increase annual pass sales by 5% in 2014.

Beginning May 1<sup>st</sup> 2014, Tukwila Pool will be offering a 3 month family pass. The cost of the pass was determined by taking the current rates of two adult and two youth three month passes. The rates will be \$342 for Tukwila Residents and \$430 for Non-Residents. There will be no additional charge for additional family members (if there are more than 4). This rate ensures that a family of four visiting the pool 3 times per week over the pass period will have a per use rate less than the cost of purchasing drop-in visits for the same number of visits resulting in a family savings over the pass term of \$162 for Tukwila Residents and \$74 for Non-Residents.

In May patrons will have the opportunity to purchase a Family Pass at a discounted rate of 50% when they registered for two swim lesson sessions that occur between June 23 and August 18. This will encourage patrons to register for lessons in advance and utilize the pass throughout the months that the lessons are held.

**Partnerships:**

The partnership between Tukwila School District, Foster High School and the Tukwila Pool continues to be successful for High School PE classes. Approximately 44 students are enrolled in classes. City of Tukwila staff continues to work with Tukwila School District staff to ensure the future success of the program.

Global 2 Local (G2L) continues to be a strong supporter of the swimming education program at the pool. 28 G2L participants registered for swimming lessons in February & March. Staff is also working with G2L create a training program to prepare youth/teen G2L participants to take lifeguard training in the coming year. 1 Global to Local participant will be participating in the April Lifeguard Training course.

Washington State Drowning Prevention Network, Seattle Children's Hospital, Seattle/King County Health Department, and the City of Seattle are working with Tukwila Pool staff to coordinate the National April Pools Day event and related marketing.

Seattle Children's Hospital and Seattle/King County Health Department continue to work closely with staff on the Community Transformation Grant work.

Staff submitted applications for two Washington Parks and Recreation Spotlight Awards. One application was for Facilities and Parks Spotlight on design, development and renovation of indoor recreational areas, and the other application was for Program Excellence for Health and Wellness for the 3<sup>rd</sup> Grade Swimming Lessons Voucher Program.

**Upcoming Special Events:**

**April Pools Day - Saturday, April 19 1:00 - 4:30 pm**

Schedule of Events - Water Safety Carnival 1-2:30 pm, Lifejacket Fashion Show & Lifejacket and Swimming Lesson Raffle 2:30-3 pm, 2:45-4:30 Open Swim

The goal of the event is to educate pool users about safe behaviors in, on, and around the water. Fliers about the event will be distributed to local elementary school students throughout the first two weeks of April and an advertisement about the event will be in the March and April Tukwila Reporter. For safety reasons, attendance will be limited to the first 150 participants. The City of Tukwila's Aquatics Program Specialist is an active participant of the regional event coordination team; other team members include representatives from Seattle Children's Hospital, the Washington Drowning Prevention Network, Seattle King County Public Health and the City of Seattle.

**Tukwila Turtles Special Olympics Swim Team Regional Meet - Saturday, April 19, 2014**

7:30 am - 4:30 pm @ the King County Aquatics Center (650 SW Campus Drive Federal Way, WA 98023). The Tukwila Turtles have over 20 athletes participating on the team this year. Coaches expect to have multiple qualifying swims for the state meet this year. Team Coaches Malcolm Neely, Aquatics Program Coordinator and Amy Kindell, Aquatics Program Specialist, as well as a number of volunteers and the Turtles welcome your support and cheers at the event.

**World's Largest Swimming Lesson - Friday, June 20, 2014 8:00 am.**

Tukwila Pool will participate in the World's Largest Swimming Lesson national event this year. Registration is available at the Tukwila Pool beginning May 1.

**Information requested by Executive Director:**

- April Pools Day Information is included above, see April Pools Day.
- Showalter Swimming Lesson Information is included above, see swim education programs.
- January/February 2014 Power Outage Timeline & Estimated financial Impact, see below.

**Timeline of January- February 2014 Power Outage Closure**

**Friday, January 31<sup>st</sup>**

- Approximately 8:50 pm - Tukwila Pool lost full power, Aquatics Program Specialist was notified by Lead Lifeguard.
- 9:30 pm - After 30 minutes of power outage, Tukwila Pool closed for the night.

**Saturday, February 1<sup>st</sup>**

- 6:30 am - Aquatics Coordinator visits facility to check on outage stat and obtain and estimated restoration time.
- 8 am - Utility reported expected power restoration late in the afternoon, staff contacted and full time staff coordinated coverage and re-opening plans.
- 1 pm - Aquatics Specialist visits facility to check on outage status and greet any patrons who may not have received the message that slide re-opening was delayed one week due to outage.
- Throughout the day, utility restoration time estimates grew later and later.
- 6:40 pm - Aquatics Staff determined the facility would not meet health department requirements for a Sunday opening due to sanitation and water turn over requirements. Staff contacted for Sunday and Monday and opening set for regular opening Monday, 2/3.
- 10:45 pm - Utility contacted Aquatics Program Specialist to report power restoration to service area, Aquatics Specialist visited the facility again to ensure alarm was set and to complete any needed equipment monitoring and resets.

**Sunday, February 2<sup>nd</sup>**

- 9 am- Parks Superintendent visited facility to check on resets, and complete needed equipment monitoring.
- 11 am- Aquatics Coordinator visited facility to check on resets, and complete needed equipment monitoring.

**Monday, February 3<sup>rd</sup>**

- 5:45 am - Tukwila Pool Open for regular schedule with Aquatics Coordinator troubleshooting remaining power challenges.
- 8:45 am - Tukwila Pool re-closed due to power issues, e-mail sent to entire newsletter list notifying of closure due to power outage.
- Staff coordinated with utility and needed contractors to ensure power was fully restored to all equipment.
- 3:00 pm - Tukwila Pool Opened for regular programing after power issues had been resolved.

**Estimated Impact**

The major impact was closure to the public, an estimated \$500 in revenue was lost.

**ATTACHMENTS**





## INFORMATIONAL MEMORANDUM

### Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Vicky Carlsen, Deputy Finance Director

DATE: March 19, 2014

SUBJECT: **Monthly Financial Report**

#### ISSUE

Monthly financial report.

#### FINANCIAL IMPACT

#### DISCUSSION

January 2014 has been closed and reconciled. Total revenue for the month of January is \$24,091.

Total expenditures for the month are \$63,286. The financial report attached provides additional information detailing the total revenue and expenditures. The invoice for public utility services for January services was not received until after the final January accounts payable run. January utility costs will be reflected in the February financial statement.

Also attached is the February Support Services report detailing City support services for the MPD.

#### RECOMENDATION

For information only.

#### ATTACHMENTS

- A. January Financial Statement
- B. February Support Services Report



**TUKWILA POOL MPD**  
**Revenues, Expenditures and Fund Balance**  
**January 1, 2014 to January 31, 2014**

Percent of year expired 8.33%

REVENUE	BUDGET	YTD		% of BUDGET
		JAN	TOTAL	
TAX REVENUE	\$ 704,395	\$ 268	\$ 268	0.0%
PROGRAMS	191,800	12,533	12,533	6.5%
RENTALS	54,510	11,501	11,501	21.1%
SCHOLARSHIPS USED	(10,000)	(527)	(527)	5.3%
OTHER	-	(11)	(11)	0.0%
SALE OF MERCHANDISE	2,000	133	133	6.6%
SALE OF SWIM MERCHANDISE	-	162	162	0.0%
DONATIONS	1,000	33	33	3.3%
GRANT	30,000	-	-	0.0%
<b>TOTAL REVENUE</b>	<b>973,705</b>	<b>24,091</b>	<b>24,091</b>	<b>2.5%</b>
<b>EXPENDITURES</b>				
<b>ADMINISTRATION/OVERHEAD</b>				
11 SALARIES	45,000	1,875	1,875	4.2%
21 FICA	-	143	143	0.0%
24 INDUSTRIAL INSURANCE	-	6	6	0.0%
31 OFFICE & OPERATING SUPPLIES	5,000	-	-	0.0%
41 LEGAL FEES	14,000	-	-	0.0%
45 GROUND LEASE	10,950	-	-	0.0%
46 INSURANCE	11,000	10,185	10,185	92.6%
51 INTERLOCAL CITY FEES	79,200	7,195	7,195	9.1%
<b>TOTAL ADMINISTRATION</b>	<b>165,150</b>	<b>19,404</b>	<b>19,404</b>	<b>11.7%</b>
<b>CAPITAL &amp; DEBT SERVICE</b>				
BRIDGE LOAN PAYMENT	121,458	10,121	10,121	8.3%
BOND PAYMENT	113,130	-	-	0.0%
CIP & LIFE-CYCLE REPLACEMENT	50,000	-	-	0.0%
CIP RESERVE	30,000	-	-	0.0%
<b>TOTAL CAPITAL &amp; DEBT SERVICE</b>	<b>314,588</b>	<b>10,121</b>	<b>10,121</b>	<b>3.2%</b>
<b>OPERATIONS</b>				
11 SALARIES	148,848	11,951	11,951	8.0%
12 EXTRA LABOR	140,000	11,726	11,726	8.4%
13 OVERTIME	5,000	145	145	2.9%
<b>SALARIES &amp; WAGES</b>	<b>293,848</b>	<b>23,822</b>	<b>23,822</b>	<b>8.1%</b>
21 FICA	22,005	1,811	1,811	8.2%
23 PERS	16,379	1,345	1,345	8.2%
24 INDUSTRIAL INSURANCE	18,050	1,452	1,452	8.0%
25 LIFE,OPTICAL	1,391	101	101	7.2%
25 MEDICAL,DENTAL,LIFE,OPTICAL	30,937	2,578	2,578	8.3%
<b>PERSONNEL BENEFITS</b>	<b>88,762</b>	<b>7,287</b>	<b>7,287</b>	<b>8.2%</b>
31 OFFICE & OPERATING SUPPLIES	10,000	276	276	2.8%
31 CHEMICALS	7,375	707	707	9.6%
34 RESALE PURCHASES	1,500	54	54	3.6%
<b>SUPPLIES</b>	<b>18,875</b>	<b>1,037</b>	<b>1,037</b>	<b>5.5%</b>
42 COMMUNICATION	2,200	103	103	4.7%
44 ADVERTISING	10,000	-	-	0.0%
45 OPERATING RENTALS & LEASES	750	-	-	0.0%
47 PUBLIC UTILITY SERVICES	80,000	-	-	0.0%
48 REPAIRS & MAINTENANCE	20,800	261	261	1.3%
49 MISCELLANEOUS	5,200	1,252	1,252	24.1%
49 CREDIT CARD FEES	4,500	-	-	0.0%
<b>OTHER SERVICES &amp; CHARGES</b>	<b>123,450</b>	<b>1,615</b>	<b>1,615</b>	<b>1.3%</b>
<b>TOTAL OPERATIONS</b>	<b>524,935</b>	<b>33,761</b>	<b>33,761</b>	<b>6.4%</b>
<b>TOTAL EXPENDITURES</b>	<b>1,004,673</b>	<b>63,286</b>	<b>63,286</b>	<b>6.3%</b>
CHANGE IN FUND BALANCE	(30,968)	(39,195)	(39,195)	126.6%
BEGINNING FUND BALANCE	440,537	319,430	319,430	72.5%
<b>ENDING FUND BALANCE</b>	<b>\$ 409,569</b>	<b>\$ 280,235</b>	<b>\$ 280,235</b>	<b>68.4%</b>



Tukwila Metropolitan Park District  
 Support Services Summary  
 February 2014

PER 2  
 TASK 049

Dept Description	DEPT	Values	Sum of HC	Sum of SALARIES & BENEFITS
Human Resources	03	13.00		672.27
Finance	05	27.50		1,652.28
Parks and Recreation	07	29.50		1,729.32
Information Technology	12	0.50		17.28
<b>Grand Total</b>		<b>70.50</b>		<b>\$4,071.16</b>

Overhead Expense 10% \$407.12  
 Invoice Total \$4,478.28

Activity Date	(Multiple Items)	Activity Description	Total
		Power outage issues at pool	4
		Warranty items	4
		1 Yr Warranty Walkthrough Meeting, Prep, and follow-up.	3.5
		MPD Payroll Processing	3
		MPD Payroll Processing	2
		MPD Payroll Processing	2
		Review minutes prepared by contractor from January 22nd MPD meeting, minor edits and distribute.	4
		Prepare and mail Oaths of Office for MPD Board to King County Elections per direction from MPD Attorney.	1
		Review and print February 26th MPD agenda packet materials, communicate with ED on one change and comments to proposed resolution.	0.75
		Chambers setup for MPD meeting, meet with ED to discuss meeting procedures and review information provided, prepare minute template for Lady of Letters and convert audio for inclusion into the Digital Records Center.	0.75
		Prepared 2013 final year-end MPD 638 fixed asset journal entry.	1.5
		MPD 2013 Final Govt-Wide Fixed Asset Entry	3
		MPD 2013 Final Govt-Wide Fixed Asset Entry	2
		Digitize documents	1
		Digitize agenda packet, Produce packets	1.75
		MPD: Receipt of email regarding pool demonstration event; respond to email with input regarding the notice; prepare draft notice for 2/15 event	0.25
		MPD: Email collaboration with ED regarding agenda and crafting of resolutions	1.5
		MPD: Receipt of and acknowledge TPAC Chairperson Report; slight re-format of report based on collaboration with TPAC member; talk with ED regarding OPMA and Resolution for upcoming agenda; receipt of and review DRAFT Resolution for packet	5.25
		MPD: Receipt of TPAC minutes for 1/11/14 via email; review and final edits for January MPD meeting minutes	0.25
		PR: Distributed DRAFT MPD agenda; worked with ED to incorporate her items to ensure correctness	0.5
		MPD: Provide Operations Report for agenda to ED; Contact TPAC member to ensure agenda items were accurate; receipt of feedback and adjust agenda front sheet; communication with ED regarding same	0.5
		MPD: Conversation with ED regarding OPMA; Receipt of multiple emails and attachments for compiling agenda packet; ongoing communication with ED	1.5

**Tukwila Metropolitan Park District  
Support Services Summary  
February 2014**

PER	2	1
<b>O'FLAHERTY, CHRISTY</b>	MPD: Transmit resolutions to staff for the packet for review and finalizing; answer staff questions regarding packet materials; prepare final resolutions and voucher sheets for signature; talk with ED briefly in City Hall	1
<b>SAXTON, BARBARA</b>	Proof/edit 1-22-14 MPD meeting minutes. Review and edit of resolution on revised establishment of TPAC Create agenda sheet for 2-26-14 MPD meeting. Review and edit of resolution re Executive Director Cmte. Review agenda packet (in Dana's absence).	2 0.5 0.5 1
<b>STILL, RICK</b>	MPD 1-yr warrantee walk	1
<b>ZELLERHOFF, CRAIG</b>	MPD Accounting	16.5 16.5
<b>JABER, SUSAN</b>	MPD - ACCOUNTS PAYABLE PROCESSING MPD ACCOUNTS PAYABLE PROCESSING	4 2 2
<b>TAKECHI, RICHARD</b>	Process MPD receipts Prepare MPD excise tax return	1.5 1
<b>HALE, PAULA</b>	pool deposit pool deposit	0.5 18 17
<b>COMPTON, ERIC</b>	Fixing phones and cabling	1 0.5
<b>HANSEN, PENNY</b>	Processing MPD Receipts	0.5 0.5
<b>Grand Total</b>		<b>70.5</b>

## INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board President**

FROM: David Puki, Tukwila Pool Advisory Committee Chair

DATE: March 10, 2014

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

### ISSUE

Summary of the March meeting held at TCC

### FINANCIAL IMPACT

N/A

### BACKGROUND

Meeting date March 01, 2014

### DISCUSSION

- 1) The committee discussed the scholarship data that was presented to the Board at the November 2013 MPD meeting. The program success and future anticipated usage are key issues discussed to determine if current funding is adequate or additional fund raising will be needed. A motion for a Board recommendation to monitor scholarship awards passed with a unanimous vote and is included with this report.
- 2) Our discussion on usage of the pool cover requested by the Board President was unnecessary because we were informed the cover is now being used.
- 3) We received a marketing update from Jeri. She asked the committee to create a list of 10-20 Tukwila business sponsorship opportunities to pursue. Possible tax benefits for business sponsorship and business qualities were raised. A motion for a Board recommendation to set forth a policy and procedure guidelines passed with a unanimous vote and is included with this report.
- 4) Our Executive Director informed the committee she is working to update the website and said there is room for a TPAC page if desired. We all agreed that would be very nice indeed. She informed us that Resolution 8 was sent back to the committee by the Board. Additional review and discussion will be placed on the April agenda. Jennafer said she is having discussions with staff as to the best solution for posting staff pictures at the pool.

## **RECOMMENDATIONS**

TPAC recommends the TP MPD Board authorize the Executive Director sign and approve all scholarship applications as well as every lesson session awarded for each scholarship as a means to track funding need and student progress.

TPAC recommends the TP MPD Board create a policy for sponsorship/donor opportunities and the qualities they expect from business support as well as any limitations to accepting sponsorships and donations.

## **ATTACHMENTS**

-TPAC Final Minutes 2-1-2014



Tukwila Pool Advisory Committee

February 1, 2014

Minutes

Tukwila Community Center – Senior Card Room

Call to Order: 8:06 am

**ATTENDANCE:**

**TPAC Members:** Vanessa Zaputil, Dave Puki, Kay Mulliner, Jeri Frangello-Anderson.

Kim McCoy was absent

**Executive Directory:** Jennafer Price Cargill

**Guests:** Diane Myers, Ellen Gengler, Jacque Carroll

**Approval of January 11, 2014 Minutes:** Vanessa made motion to accept minutes as presented, Jeri seconded. Unanimous vote

**Business Item 1: Executive Director Update on Board Direction and MPD Meeting**

Jennafer presented a rough draft of a new resolution designed to replace Resolutions 8 & 11 with corrections noted from previous meeting with the addition of a student representative language presented by TPAC at the January MPD meeting. Jennafer also presented corrections to Section 2 Tukwila Pool Advisory Committee Established and asked for any feedback. There was discussion regarding the wording of "Tukwila Business Owners" and the use of the word "Citizen" instead of "Resident". The group liked the idea of using the term "Tukwila Resident" to be consistent with the term "Tukwila Business Owners". There was further discussion in regards to limiting non-residents. The group seemed split with the number being 2 instead of possibly considering only 1 non- resident. There were points made about that people using the pool who would be vested in the pool that might be interested in becoming part of TPAC who don't live in Tukwila. There was concern about the number of members possibly going to nine. The other concern noted was if the group did lose members like earlier last year, the split could possibly be more non-citizens to citizens. The history has shown that after 2 previous TPAC members had to resign, there was a tough time recruiting. Jennafer indicated that De'Sean had indicated that there had been interested from others to join and didn't seem to feel that there would be an issue. Discussion to possibly have verbiage added that the non-resident member have a vested interest in the pool. Vanessa did as what the legal implications would be with adding a student. Currently members go through a background check. Jennafer to check with legal regarding this.

TPAC Direction: Jennafer proposed to the board president that this was going to be quite a lengthy conversation and should be added to the yearly retreat. To start Jennafer indicated that she had been tasked with giving a set of priorities for the operation to be addressed from the KJ Design report. Jennafer indicated that she would like TPAC's help with this. The task is for each member of TPAC to provide their top 5 action items to her. The purpose of this is to provide what the priorities are that will need to be addressed. Vanessa asked what the timeline is for this, Jennafer indicated that De'Sean is very anxious to get this information on the February meeting. Jennafer indicated that she is more looking for help from each member to informally provide input. We should definitely put this on our upcoming Agenda's for slotted time for discussion and recommendations. Jennafer asked if all members could provide their KJ Design input before the 13<sup>th</sup> of February.

Fundraising: Jennafer indicated that we should put on our radar for future fundraising. Ellen indicated that it would be very helpful if information could be provided on how fundraising funds are being used, for example the swimsuits for high school students. It would be very helpful to have the data on how many are needed, how many were purchased etc. Vanessa asked what the need is at this time for fundraising. What are the real needs for fundraising, Swim Lessons, Swim Suits, Scholarship, a priority of what is needed would be helpful for the group. Jennafer has asked TPAC for fundraising ideas.

#### Business Item 2) Meeting Location

Vanessa presented the contract for the room rental of the Arts "B" room, with the only meeting not being available is December 6th. Vanessa indicated that this will need to be signed by the Executive Director. Vanessa indicated that the only conflict per the schedule provided was the July 5<sup>th</sup> meeting, Vanessa asked if possibly changing to the second Saturday in July would be better. The group agreed that keeping the meetings at the TCC would be the best location with the possibility of additional attendees. December wasn't listed in the contract, but the 2<sup>nd</sup> Saturday would work better.

#### Business Item 3) Marketing Update

Jeri indicated that the marketing meeting was on Wednesday January 29, Kim McCoy and Kay Mulliner were also present. Jeri brought to the group the 2013 minutes and agenda 2014 timelines would need to be updated for the new year. Jennafer indicated that she would check into this.

Marketing Committee, Amy provided a list of 2014 upcoming events that the pool would like to be involved with along with the budget line items for each event. The budget presented was over the \$10,000 budget. The marketing meeting had a lengthy discussion regarding the budget, and what the priorities would be and where we could see cost cutting from the proposed list. One of the events that is a desired presence is the summer movie night, Kay noted that this seemed to be a good event presence with about 40 participants. The list provided was a rough list of ideas that staff had put together. ROI was also noted that return on investment would be very helpful. Discussion around the printing costs of the pool schedule were brought forward, Jennafer indicated that she plans to take a good look at the format of the schedule to help it read better and get the best bang for the buck. Vanessa was concerned about the current quality of the print material. Jeri indicated that she had been tasked from the Marketing meeting in regards to getting local Tukwila business involved with possible

sponsorship to help offset costs of printing and advertising. Amy had asked to have this presented with how this program would look and how to get local businesses involved and what they would get. The next marketing meeting is scheduled for March 19<sup>th</sup>. Jeri indicated that her hope was that now that Jennafer is on board and this being her first meeting she will be more closely involved with the marketing.

Vanessa made motion to extend meeting by 15 minutes. Jeri seconded

#### Business Item 4) Safety Discussion and Suggestions

Vanessa mentioned that in the best practices and the suggestion box had indicated that having staff photos in the lobby would be a very positive environment to be welcoming and inclusive. The concern would be minors, incorporating this into the parental consent would be helpful to overcome this barrier. Vanessa presented language that TPAC could present as a recommendation. "TPAC recommends TPMPD consider a policy where by the pool operator posts all active pool staff members image and name in a prominent location at the pool , TPAC further recommends that where a minor is involved parental consent is obtained." Vanessa made motion to present this language to the board, Jeri seconded. Unanimous vote.

Vanessa brought up the sign in, sign out sheet for public safety. This helps with emergency evacuation, and disease control. This goes along the line with the MPD goals for providing a safe haven.

Vanessa made motion to adjourn, Jeri seconded. Next TPAC meeting March 1, 2014.



## INFORMATIONAL MEMORANDUM

### Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Jennafer Price Cargill (TPMPD Executive Director) & Brian Snure (TPMPD Attorney)

DATE: March 26, 2014

SUBJECT: **Proposed revisions to the Interlocal Agreement with the City of Tukwila for Board review**

#### ISSUE

The TPMPD Executive Director and Attorney are submitting the attached proposed revisions to the Interlocal Agreement with the City of Tukwila for the TPMPD Board of Commissioners to review.

#### FINANCIAL IMPACT

None

#### BACKGROUND

An Interlocal Agreement with the City of Tukwila was approved in December 2013. At the January 2014 meeting the Board voted to have the Executive Director and Attorney recommend amendments for the Board to consider. At the February meeting the Attorney and Executive Director proposed that language should be drafted to cover the following topics:

1) Dispute Resolution, 2) Termination, 3) Accountability & Reporting, 4) Cost controls, 5) Policies and Procedures. The Commissioners agreed that language should be drafted covering those five topics and directed the ED and Attorney to do so. The attached document was drafted in response to that request and has been provided to the City Attorney and the City Administrator for preliminary review.

#### DISCUSSION

Does the attached document reflect the TPMPD Board of Commissioners' preferred language for amending the ILA? Do Board Members wish to offer any revisions or recommendations for changes? The Deputy City Attorney has reviewed this draft and has some feedback reflecting the City's possible position on a few of the revisions, specifically

**ATTORNEY REVIEWED:** YES

#### RECOMMENDATION

The Board of Commissioners is asked to review the attached document and direct the ED and Attorney to revise as needed.

#### ATTACHMENTS

-Draft ILA revisions (clean version as developed by the TPMPD Attorney & ED)



**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, Termination 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 1, 2016 unless terminated by consent of the parties or by one of the termination methods set forth below, etc.

1.1.1 Termination for non-payment. If the TPMPD has not made a monthly payment within ten (10) days after its due date of net 30, Tukwila shall send, by registered mail and email, written notice to the TPMPD that such payment is overdue. If payment is not made within five (5) business days after said notice has been received, Tukwila may terminate this Agreement by providing written notice to the TPMPD, it being understood that nothing in this shall limit or impair Tukwila’s right to any remedy otherwise available under applicable law.

1.1.2 Termination for failure to carry insurance. Either party may terminate this Agreement immediately in the event the other party fails to maintain the insurance coverage required under Section 3.1.

Termination for material breach. In addition to the termination rights established under Sections 1.1.1 and 1.1.2, either party may terminate this Agreement in the event of a material breach of this Agreement by

the other party; provided, however, that the non-breaching party shall provide the breaching party with written notice which sets forth the alleged material breach(es). If the breaching party fails to cure such alleged material breach(es) during the ninety (90) days following receipt of the notice from the non-breaching party (the "Cure period"), the non-breaching party may terminate this Agreement upon the expiration of the Cure Period. The right to terminate this Agreement set forth in this paragraph shall be in addition to the other rights and remedies available to the parties under applicable law.

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

## 2. Scope of Work.

2.1 Pool Operations Scope of Work. Duties shall be performed by the incumbent identified by job title(s), however the City Administrator may delegate responsibilities based on staff availability and organization needs. Tukwila shall perform the duties described in "Exhibit 1" for the TPMPD.

2.2 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.

2.3 Support Services Scope of Work. 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 duties described in "Exhibit 2" as needed and requested by the Board President or his or her designee.

2.4 Support Services 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. Support Services are estimated to cost approximately \$6,600 per month. [~~Deleted text: however, nothing in this agreement limits Tukwila's ability to invoice more than \$6,600 per month.~~]

2.5 Cost Controls. Tukwila is authorized to invoice on a cost for service basis up to the annual maximum amount of \$80,000. Costs for support services exceeding that annual maximum are to be absorbed by Tukwila unless specific written approval is obtained in advance from the Executive Director and Board President to exceed the maximum amount. Tukwila shall notify the TPMPD as soon as it determines that the annual maximum amount may be exceeded and shall provide



TPMPD with various options for reducing the costs. TPMPD will actively seek and implement cost saving measures to assist in maintaining costs below the annual maximum.

- 2.6 Monthly Invoice. Tukwila shall provide to TPMPD a monthly invoice for support services provided to TPMPD outlining the nature of the services provided, the hours of service provided, the hourly rate applicable to such services and the expenses incurred 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.
  - 2.7 Employees. All City employees who provide the TPMPD the services called for in this Agreement shall be employees of the City, and not employees of the TPMPD. Except as provided in this Agreement, the employees of the City who are performing the services called for in this Agreement shall not be entitled to any benefit from the TPMPD. The City shall, at all times, be solely responsible for the conduct of its employees in performing the services called for in this Agreement. The City shall be solely responsible for all compensation, benefits and insurance for its employees. The TPMPD agrees to adopt and enforce the City's policies and procedures related to employee safety, pool behavior and workplace harassment.
  - 2.8 Records. All records relating to the provision of the services called for in this Agreement shall be considered records of the TPMPD, and shall be retained in accordance with the records retention requirements of the TPMPD; provided, the City may retain copies of any records that it must retain to comply with its own retention requirements or other applicable laws.
3. Indemnification and Hold Harmless. Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each party shall be responsible for its own legal costs and attorneys' fees. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
    - 3.1 Insurance. Each party shall carry and maintain, for the duration of this Agreement property and liability insurance coverage for all operations, facilities, equipment, and personnel, including liability, at not less than the amount and coverage's as existing on the date of this Agreement in a form and with a company acceptable to the other party.

#### 4. Accountability and Reporting.

- 4.1 Annual Operations Plan, (also known as the “Work Plan”). Tukwila, working in conjunction with the Executive Director, shall provide the TPMPD with an Annual Operations Plan for the coming year on or before November 15th of each year. The Work Plan shall be subject to the approval of the TPMPD, within 45 days of submittal, which approval shall not be unreasonably withheld. If the TPMPD does not approve the Work Plan, it shall specify in detail a reasonable basis for its disapproval. If the TPMPD fails to provide its approval or a reasonable basis for disapproval within the foregoing 45-day period, the Work Plan as submitted by Tukwila shall be deemed approved. In the event of dispute or disagreement regarding the adoption of or compliance with the Work Plan, the parties shall resolve such dispute pursuant to the Dispute Resolution provisions in Paragraph 6. The Work Plan shall include, at a minimum, the following elements:
  - 4.1.1 Proposed pool hours, programs, partnerships, and user fees.
  - 4.1.2 Proposed routine maintenance plan and identification of non-routine maintenance for the year.
  - 4.1.3 Proposed usage and customer satisfaction goals, and a system for collecting and measuring data and progress toward said goals.
  - 4.1.3 Benchmarks for staff development and other efforts that contribute to overall swimmer safety and customer satisfaction.
  - 4.1.4 Proposed annual operating budget including all operational expenses and expected revenue (not to include capital expenses or TPMPD administrative costs).
- 4.2 Financial Reporting. Tukwila shall provide monthly financial reports to the TPMPD. The monthly reports shall provide all income and expenses, including staffing and support services, separating operational expenses from capital expenses and TPMPD administrative costs. The reporting format shall be consistent with cash basis accounting and be submitted to the TPMPD Board in time to be included in the distribution for the monthly public meeting.
- 4.3 Other Reporting. Tukwila shall provide the TPMPD with Monthly reports including, but not limited to, progress toward goals outlined in the Work Plan. These reports are due to the Executive Director one week (seven days) prior to the monthly TPMPD Board of Commissioner’s meetings.
- 4.4 Performance Audits. The TPMPD may conduct Performance Audits at such time as TPMPD determines a Performance Audit is necessary. Performance Audits will include, but are not limited to, review of Tukwila’s performance against

Work Plan benchmarks, budget, timelines of current and future projects and other deliverables as presented to the Executive Director and outlined in the annual Work Plan.

5. Policies and Procedures. The TPMPD agrees to adopt and enforce all Tukwila policies and procedures relating to the operation of the pool. However, the TPMPD reserves the right to adopt policies and procedures that may relate to pool operations. TPMPD policies may not relax requirements below current local, state or federal standards. TPMPD policies shall supersede all previous policies once adopted.

6. Dispute Resolution.

6.1 If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

6.2 If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

6.3 Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the King County Superior Court. The court shall determine all questions of law and fact without empanelling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.

6.4 Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

7. General Provisions.

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 Severability. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby.
- 7.5 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.
- 7.6 Counterparts. This Agreement shall be effective whether signed by all Parties on the same document or signed in counterparts.
- 7.7 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

\_\_\_\_\_  
Brian Snure, Attorney for TPMPD



## INFORMATIONAL MEMORANDUM

### Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Jennafer Price Cargill, TPMPD Executive Director

DATE: March 26, 2014

SUBJECT: **Executive Director Committee Report**

#### **ISSUE**

Report on the first meeting of the Executive Director Committee

#### **FINANCIAL IMPACT**

None

#### **BACKGROUND**

In February, Resolution #19 created the Executive Director Committee which was charged to provide review and oversight to issues brought forward by the Executive Director.

#### **DISCUSSION**

The Executive Director Committee (EDC) held its first meeting on March 4, 2014. Future meetings will be held on the 2<sup>nd</sup> Thursday of the month from 5:30pm to 7:00pm in the Hazelnut Conference Room at Tukwila City Hall. The meetings are defined as work sessions and the public is welcome to observe, however the meeting agenda does not include time for public comment. Members of the public are invited to suggest agenda items by contacting the Executive Director any time before 5pm the Wednesday prior to the meeting. Once approved, the summary minutes will be posted on the MPD records site.

#### **ATTACHMENTS**

-Agenda and Summary Minutes from EDC meeting 3/4/2014





# **TPMPD Executive Director Committee Meeting Agenda & Summary Minutes**

(Approved unanimously via email)

March 4, 2014  
6:30pm – 8:00pm

EDC members in attendance: De'Sean Quinn, Kate Kruller, Kathy Hougardy, Jennafer Price Cargill

Guests in attendance: Vanessa Zaputil & Ellen Gengler

## I. Open issues

### a) Identifying our purpose and processes of the Executive Director Committee (EDC)

#### 1. Clarifying our role as an EDC (specifics) with the Executive Director (ED)

*Providing oversight and direction, a sounding board, etc. as outlined in the Resolution.*

#### 2. Workflow, include TPAC input

*ED will collect discussion items from various sources (e.g. Contract Operator Staff, TPAC, School Board, STP, or other citizen/citizen group input, etc.) and refer operational items to the operator and bring policy-related items to the EDC. Items that are unclear should come to the EDC for clarification. ED will call for agenda items via email, set agenda and make copies. Committee will approve agenda at the beginning of each meeting. ED will distribute Summary Minutes after the meeting. Meetings are intended to be work sessions and although public input may be requested it should not be extensive. Commissioners are responsible for informing the Board President and ED if they are going to be absent and finding an alternate Board Member to attend the EDC meeting in their place.*

#### 3. Process for vetting issues before they come to the full commission

*It was generally agreed that the Board President (BP) has responsibility for setting the agenda for full commission meetings. Also agreed that the EDC should not make decisions for the whole Board and that operations should not drive the EDC agenda.*

#### ~~4. Review some of the agenda items in the last 6 months and see how we can improve the processes now that there is an EDC~~

### b) Future schedule for regular meetings

*Second Thursday of the month 5:30pm to 7:00pm*

### c) Retreat - setting the date

*Saturday May 31, 2014 tentative date to be proposed to rest of Board*

### d) 3/6/14 meeting with David Cline discussion topics

1. *Update on website, addressing immediate needs and getting a status report on process. Also, possibility of developing separate websites for the pool and the MPD.*

2. *Update on preparations for upcoming staffing shortage with projected costs included*

3. *Following up on closures with reporting on financial impacts*

4. *Advice or input on retirement system from an implementation compatibility perspective*

e) March MPD meeting agenda item suggestions

1. *ILA draft language*

2. *Proposing a TPMPD emails for Commissioners*

f) Website

*Included in item d*

g) Anticipated staffing shortages

*Included in item d*

h) Suggestion box items for February

*None*

i) Protracted pool closure due to the power outage

*Included in item d*

j) TPMPD E-mail

*Included in item e*

k) Retirement system to replace PERS

*Included in item d*

## II. Agenda Items for Next Month

*Process for establishing policies and procedures for TPMPD and our operator*

*Retreat discussion topics*

## III. Action Items

*Kathy will share her experience writing policies at the council level with Jennafer.*

## IV. Adjournment – 8:30pm

## INFORMATIONAL MEMORANDUM

### Tukwila Pool Metropolitan Park District

TO:           **Tukwila Pool MPD Board**

FROM:       Jennafer Price Cargill, TPMPD Executive Director

DATE:        March 26, 2014

SUBJECT:     **2014 Planning Calendar**

**ISSUE**

Distribution of the 2014 Planning Calendar

**FINANCIAL IMPACT**

None

**BACKGROUND**

A long-term planning calendar was developed by the operator for the benefit of the Board of Commissioners. The operator has since turned that calendar over to the Executive Director who will maintain the calendar on behalf of the Board.

**DISCUSSION**

The calendar is being provided for your information. One item in particular that the Commissioners need to decide on is the date of the annual Board Retreat. The EDC has recommended a date of May 31<sup>st</sup> for this all-day planning session.

**RECOMMENDATION**

The Board is asked to approve a date for the 2014 Board Retreat

**ATTACHMENTS**

-2014 Planning Calendar



# Tukwila Pool Metropolitan Park District 2014 Planning Calendar

**DRAFT**

2014											
January	February	March	April	May	June	July	August	September	October	November	December
1/20/14 Consent Agenda: Approval of minutes; and Executive Director Budget Allocation.	2/26/14 Consent Agenda: Approval of minutes; and vouchers. Revised TPAC Resolution	3/26/14 Consent Agenda: Approval of minutes; and vouchers. Proposed language for ILA revisions	4/23/14 Consent Agenda: Approval of minutes; and Executive Director Committee Report	5/28/14 Consent Agenda: Approval of minutes; and vouchers. Policy Review: Rental, programs and budget Marketing Plan Review	6/25/14 Consent Agenda: Approval of minutes; and Board Retreat (proposed date)	7/23/14 Consent Agenda: Approval of minutes; and Preliminary Budget Direction; Programs & Fees Direction; & Fee Study	8/27/14 Consent Agenda: Approval of minutes; and vouchers. Preliminary Budget Direction; Programs & Fees Direction; & Fee Study	9/24/14 Consent Agenda: Approval of minutes; and Budget Workshop	10/22/14 Consent Agenda: Approval of minutes; and vouchers. Fees Adoption: Market now for January Public Hearings: 2015 Tax Levy 2015 1% Tax Increase 2015 Budget Resolutions Adopt: 2015 Tax Levy 2015 Tax Levy Increase 2015 Budget	11/26/14 Consent Agenda: Approval of minutes; and vouchers. Appointment of Officers	12/15/14 Consent Agenda: Approval of minutes; and vouchers.
Executive Steering Committee discussion Future amendments to ILA discussion TPAC membership discussion Preliminary TPAC Direction Employee participation	Executive Steering Committee Resolution Executive Steering Committee Resolution Recommended Amendments to ILA proposed Implementing KJ Designs' recommendations 2013 Year End Report - Program & Financial; Support Services Contract	Executive Director Committee Report Long term planning calendar review Discussion on TPACPD specific Email addresses for Board Approval of Facilities Use Agreement	TPAC Report Staff Report ED Report	TPAC Report Staff Report ED Report	TPAC Report Staff Report ED Report	TPAC Report Staff Report ED Report	TPAC Report Staff Report ED Report	TPAC Report Staff Report ED Report	TPAC Report Staff Report ED Report	TPAC Report Staff Report ED Report	TPAC Report Staff Report ED Report

Color Key	Consent Agenda	Budget Items	Capital Issues	Policy Issues	Administrative Issues	Support Services	TPAC Issues	Legal Services Issues	Long term planning	Reports	Governance Issues
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## INFORMATIONAL MEMORANDUM

### Tukwila Pool Metropolitan Park District

TO: Tukwila Pool Metropolitan Park District (TPMPD) Board of Commissioners

FROM: Kate Kruller, TPMPD Commissioner

DATE: March 26, 2014

SUBJECT: Discussion on establishing TPMPD email addresses

#### ISSUE

Should the TPMPD Board Members have a separate email for TPMPD business?

#### FINANCIAL IMPACT

Preliminary research indicates cost could be between \$20 and \$100 per year.

#### BACKGROUND

The TPMPD is subject to RCW 42.56 of the Public Records Act, and therefore is required to provide copies of all public record documents upon request.

The members of the TPMPD Board are elected officials. State law provides that all correspondence sent to them (by any means, including email) is a public record. Certain records, such as personal information, may be exempt from disclosure. Therefore, any correspondence relating to TPMPD business sent to the Board of Commissioners (by any means, including email) by any member of the public will be disclosed to any person who makes a request, unless exempt from disclosure under state law.

Currently, TPMPD Commissioners are using City of Tukwila or personal email to conduct TPMPD work. Potentially, a public records request for TPMPD material would require the Commissioners to provide all emails from that entire account as opposed to those relating solely to TPMPD work.

Additionally, there is no specifically identified, intuitive communications channel for community members to use for directly contacting the TPMPD Board in their capacity as Commissioners. This is confusing, and presents a barrier to the public, resulting in a lack of direct access and transparency to the governing body of the TPMPD.

#### DISCUSSION

Shall the Members of the Board of Commissioners for the TPMPD request the establishment of a distinct Tukwila Pool email address for the purposes of conducting TPMPD business?

#### ATTACHMENTS

none





## INFORMATIONAL MEMORANDUM

### Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Christy O'Flaherty, City of Tukwila Clerk

DATE: March 26, 2014

SUBJECT: **Facilities Use Agreement between City and TPMPD**

#### ISSUE

The City of Tukwila is requesting that the TPMPD approve and sign a Facilities Use Agreement

#### FINANCIAL IMPACT

None

#### BACKGROUND

In consideration for allowing the TPMPD to use the Council Chambers for the monthly meetings and the Hazelnut Conference Room for Committee Meetings, the City of Tukwila would like the TPMPD to approve and sign a Facilities Use Agreement. The agreement and exhibit been reviewed and approved by the City's Attorney and the TPMPD Executive Director and Attorney.

ATTORNEY REVIEWED: Yes

#### RECOMMENDED ACTION:

The Board of Commissioners is asked to vote to approve (or disapprove) the execution of the attached Facility Use Agreement.

#### ATTACHMENTS

-MPD Facility Use and Indemnification Agreement  
-Exhibit A Facility Use Agreement



# FACILITY USE AND INDEMNIFICATION AGREEMENT

This facility use and indemnification agreement, (hereinafter "Agreement"), is entered into by and between the City of Tukwila ("Tukwila") and the Tukwila Pool Metropolitan Park District ("TPMPD"), both of whom are Washington municipal corporations (collectively, the "Parties"). In consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. **Facility Use.** Tukwila agrees to allow TPMPD to utilize the City of Tukwila City Council Chambers and other City facilities as mutually agreed upon in advance (the "Facility"), for the purposes of holding TPMPD Board of Commissioners and TPMPD committee meetings. TPMPD Board of Commissioners meetings shall be held on the fourth Wednesday of each month and/or on other days and times mutually agreed upon by the parties. Committee meetings shall be held on the second Thursday of each month from 5:00 p.m.-7:00 p.m. in the Hazelnut Conference Room and/or on other days and times mutually agreed upon by the parties.
2. **Term of Agreement.** The term of this Agreement shall commence on March 1, 2014 and shall terminate on December 31, 2014 unless sooner terminated in the manner hereinafter provided.
3. **Access.** Tukwila shall provide key card access to the Facility to the TPMPD Executive Director and Board of Commissioners President. TPMPD agrees that it will ensure that facility is empty after each use and that the TPMPD Executive Director or Board of Commissioners President shall lock all exterior doors before leaving.
4. **Rules and Regulations.** TPMPD agrees to abide by the rules and regulations set forth in Exhibit A, attached hereto and incorporated herein by this reference.
5. **Insurance.** TPMPD shall carry and maintain, for the duration of this Agreement General Liability insurance against claims for injuries to person or damage to property which may arise from or in connection with the use of the Facility. The General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$1,000,000 general aggregate. Tukwila shall be named as an insured on TPMPD's General Liability insurance policy. The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect Tukwila. The insurance policy shall have a thirty (30) calendar days prior notice of cancellation clause to be given to the other party, in writing, in the event of termination or material modification of the insurance coverage. In the alternative, TPMPD may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the State of Washington if such self-insurance provides protection equal to or greater than that specified herein. Any insurance, self-insurance, or insurance pool coverage maintained by Tukwila shall be excess of TPMPD's insurance and shall not contribute with it. TPMPD's

FACILITY USE AND INDEMNIFICATION AGREEMENT

PAGE - 1

maintenance of insurance as required by the agreement shall not be construed to limit the liability of TPMPD to the coverage provided by such insurance, or otherwise limit Tukwila's recourse to any remedy available at law or in equity.

6. **Indemnification.** TPMPD shall defend, indemnify and hold harmless Tukwila, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Facility or from any activity, work or thing done, permitted, or suffered by TPMPD, its officers, employees, agents, volunteers, or invitees, in or about the Facility, except only such injury or damage as shall have been occasioned by the negligence of Tukwila.
7. **Assignment.** TPMPD shall not assign, convey or transfer this Agreement or any interest herein, without the prior written consent of Tukwila.
8. **Notice.** Any notice, declaration, demand or communication to be given by a party to this Agreement to the other shall be in writing and transmitted to the other party by personal service or certified U.S. mail, return receipt requested, postage fully prepaid, addressed as follows:

**To Tukwila:**

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

**To TPMPD:**

Tukwila Pool Metropolitan Park District  
6200 Southcenter Blvd.  
Tukwila, WA 98188  
Attn: President

The mailing and certifying of any such notice as herein provided shall be sufficient service thereof. All notices given in compliance with this section shall be deemed effective two (2) business days following the deposit thereof in the U.S. mail, irrespective of the date of actual receipt of such notice by the addressee. Either party may by notice change its address for notice.

9. **Applicable Law/Construction/Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. In the event this Agreement is in conflict with the provisions of any law or statutes governing the subject matter hereof, such law or statute only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in King County, where the Facility is situated.
10. **Entire Agreement/Amendments.** This Facility Use and Indemnification Agreement contains the entire agreement of the parties hereto and supersedes all of their previous

FACILITY USE AND INDEMNIFICATION AGREEMENT

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understandings and agreements, written and oral, with respect to this transaction. 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.

11. **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.
12. **Severability.** If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby.
13. **Counterparts.** This Agreement shall be effective whether signed by all Parties on the same document or signed in counterparts.
14. **Termination.** This Agreement may at any time be terminated at any time and for any reason by either party providing the other with thirty (30) days written notice of the intention to terminate the same. If TPMPD's insurance coverage is canceled for any reason, Tukwila shall have the right to terminate this Agreement immediately.

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

\_\_\_\_\_  
Brian Snure, Attorney for TPMPD

## **EXHIBIT A RULES AND REGULATIONS**

- Use of the Facility shall be for TPMPD Board of Commissioners meetings and TPMPD Committee meetings only.
- TPMPD assumes full responsibility and liability for the safety and conduct of all attendees, guests, board members, or employees.
- All meetings will be required to meet the occupancy load and fire and safety regulations of the City of Tukwila and State of Washington.
- Use of alcohol, tobacco, and/or drugs is prohibited.
- Access to City of Tukwila facilities shall be limited to the Tukwila City Council chambers, conference rooms, lobby, and restrooms.
- Alterations to the Facility are prohibited without prior approval.
- Tukwila owned equipment shall not be removed from the Facility or loaned to any individual or organization.
- TPMPD is responsible for set-up and clean up. TPMPD shall be responsible for returning the Facility to its original condition immediately following meetings.
- Guide Dogs or other animals that accommodate persons with disabilities are permitted in the Facility. Personal pets are not allowed.
- TPMPD shall not practice discrimination of any kind.
- Facility use is cancelled when Tukwila City Hall is closed due to an emergency.
- TPMPD is responsible for clearing out the Facility at the end of every meeting and locking the doors at the end of every meeting.
- The misuse of the Facility or failure to conform to the Rules and Regulations and general information herein will be sufficient cause to close a meeting down and terminate this Agreement.
- Access to City facilities will be granted through the use of a key card issued by the City of Tukwila, with the following requirements:
  - The key card will be used solely by the individual named on the card and will not be shared out or lent to any other individual or organization;
  - If the key card is lost or stolen, notice should be provided to the Human Resources Department immediately.