

# 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, April 23, 2014, 5:30 PM  
Tukwila City Hall Council Chambers

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

### 2. CITIZEN COMMENTS

### 3. CONSENT AGENDA

- a. Approval of minutes: 3/26/14 (*Regular Mtg.*)
- b. Approval of vouchers.

### 4. REPORTS

- |   |        |
|---|--------|
| a. Commissioners  | Pg. 1  |
| b. Executive Director                                     | Pg. 3  |
| c. Executive Director Committee                           |        |
| • EDC agenda and summary minutes                          | Pg. 7  |
| d. Operator   |        |
| • Community Transformation Grant memo, including policies |        |
| e. Financial & Support Services                           | Pg. 19 |
| • February financial report                               |        |
| • March support services detail                           |        |
| f. Tukwila Pool Advisory Committee (TPAC)                 |        |
| • TPAC agenda and minutes                                 | Pg. 25 |

### 5. BUSINESS ITEMS

- |   |        |
|---|--------|
| a. Interlocal Agreement draft with revisions from Commissioners | Pg. 31 |
| b. Operator's Maintenance Plan                                  | Pg. 39 |
| c. Preparing for the Board Retreat                              | Pg. 43 |
| d. Update on TPMPD email addresses                              | Pg. 57 |
| e. Transfer of title approval                                   | Pg. 59 |
| f. Next meeting is May 28, 2014.                                |        |

### 6. MISCELLANEOUS

### 7. EXECUTIVE SESSION:

To review the performance of a public employee pursuant to RCW 42.31.110(1)(g)  
To discuss with District legal counsel, in a forum that maintains the attorney client privilege, potential litigation and the legal risks of a proposed action or current practice that will likely result in adverse legal or financial consequences if the discussion is held in public pursuant to RCW 42.30.110(1)(i).

### 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 of Commissioners**

FROM:        Jennafer Price Cargill, TPMPD Executive Director

DATE:         April 23, 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 March 20 and April 16, the following has been accomplished:

- Attended TPAC meeting
- Facilitated Executive Director Committee meeting & prepared summary minutes
- Reviewed audio and revised minutes from the February and March MPD meetings
- Drafted reports, memos & related documents to create the packet for April meeting
- Provided notes for ILA revisions to TPMPD Attorney
- Researched basic legal guidelines for Special Purpose Districts
- Made inquiries into miscommunication issue with City staff and Global 2 Local staff
- Provided emails and documents in response to a large Public Disclosure Request
- Made preliminary arrangements and compiled topics for the upcoming Board Retreat
- Met with Washington Cities Insurance Authority (WCIA) representative for initial audit
- Additional meetings held with:
  - De'Sean Quinn, Board President
  - David Cline, City Administrator
  - Rick Still, Parks & Recs Director
  - Brian Snure, TPMPD Attorney (by phone)

**RECOMMENDATION**

None

**ATTACHMENTS**

None



## INFORMATIONAL MEMORANDUM

### Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Jennafer Price Cargill, TPMPD Executive Director

DATE: April 23, 2014

SUBJECT: **Executive Director Committee Report**

**ISSUE**

Report on the Executive Director Committee meeting

**FINANCIAL IMPACT**

None

**DISCUSSION**

The Executive Director Committee (EDC) held its second meeting on April 10, 2014. At that meeting they received copies of the operator's staffing plan for the next couple of months and a preliminary draft of the agreement with the Tukwila School District.

As a result of the meeting, the Executive Director will:

1. Move forward with implementing the TPMPD-specific email addresses
2. Bring back possible sponsorship policies for the Committee to review at the next meeting
3. Work with the operator to identify a standard process for handling requests and concerns from pool patrons.

**ATTACHMENTS**

-Agenda and Summary Minutes from EDC meeting 4/10/2014



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

April 10, 2014  
5:30pm – 7:00pm  
*(Unapproved draft)*

Attendees: De'Sean Quinn, Kate Kruller, Kathy Hougardy, Jennafer Price Cargill

Guests: Vanessa Zaputil, Ellen Gengler

## **I. Open Items**

### **a) Retreat**

*Possible locations under consideration include the Tukwila Community Center or the Tukwila School District Board Room. There was a consensus that the time-frame should be 9:00am to 4:00pm.*

### **b) Anticipated staffing plan**

*The City provided the EDC with their plan to cover the supervisory staffing at the Pool. The EDC preliminarily reviewed the plan and asked: "Does this plan maintain the level of service previously agreed upon?" Commissioners could not answer the question at that time but agreed to review the plan in depth and communicate additional thoughts or questions as they arose.*

### **c) TPMPD E-mail / Website**

*The ED was instructed to work with the City's IT staff to implement TPMPD-specific email addresses immediately. The possibility of a separate TPMPD website was also discussed. The ED was instructed to bring details of both options to the next EDC meeting for review.*

### **d) Recommended ILA language review**

*The Board President will communicate with the TPMPD Attorney and request another draft of the ILA that includes the recommendations of the Board to be presented at the April MPD meeting.*

## **II. New Items**

### **a) TPAC Recommendations**

#### **i) Reviewing scholarship requests**

*The ED asked TPAC for more details on their goals and expectations with this recommendation. It was determined that there might be a more streamlined way to provide the oversight they require and the ED will talk to the operator about including scholarship data in their monthly report.*

#### **ii) Creating sponsorship policies**

*The ED was able to learn that the operator has no policies relating to sponsorship and was instructed to research and bring some proposed options to the next EDC meeting for review.*

### **b) From March MPD Meeting**

i) Attorney meeting attendance expectations

*It was proposed that this discussion should held with the entire Board of Commissioners at the upcoming Board Retreat.*

ii) Process for approaching the governance transition

*The EDC decided that this discussion would begin at the next MPD meeting during an Executive Session with the TPMPD Attorney.*

iii) Maintenance Plan

*The ED requested that the operator provide any existing plan or develop a plan showing at minimum the maintenance schedule and who is tasked to perform each item listed in #18 of the current Interlocal Agreement.*

c) Safety Concerns, is the TPMPD responsible for the safety of the public at the pool?

*The ED receives safety concerns from the public and has personally witnessed things that cause some concern. The operator has requested that all concerns be directed in writing to Rick Still. The EDC would like to be cc'd on all communications of this nature. Additionally, the EDC agreed that the TPMPD is responsible for providing a safe pool.*

d) ED position description

*The EDC reviewed the position description provided upon hire and found that there were differences between a version that was created in August and a second version that was created in October. The Commissioners will review the two versions and continue the discussion at another EDC meeting.*

e) Current Policies of the TPMPD

*The ED has been tasked with proposing policies for the Commissioners to consider and asked if there were currently any policies other than the Scholarship policy found online. The Commissioners confirmed that no other policies exist.*

f) Suggestion box items from March

*Three cards noted with dissatisfaction that a water exercise class had been moved from 6pm to 8pm. A Commissioner was also approached by a member of the public who was also displeased with this change. The EDC instructed the ED to request some information as to the rationale behind the schedule change. Additionally, the EDC would like the operator to provide information about these changes to the Board as they arise and also provide a written process outlining how they respond to issues that are brought to their attention.*

g) Aquatic Facility Operator training

*The ED proposed that she attend this training in 2015.*

### III. Agenda Items for Next Month

- Website options
- Sponsorship policy options
- ED position description


### IV. Adjournment – 7:20pm



## INFORMATIONAL MEMORANDUM

### Tukwila Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Rick Still, Parks and Recreation Director 

DATE: April 16, 2014

SUBJECT: Operations Report

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#### ISSUE

Staff update on pool operations

#### FINANCIAL IMPACT

No financial impact

#### BACKGROUND

This Informational Memorandum is to update the Board on Operations and Other Items.

#### DISCUSSION

**Revenues:** March 2014 revenues totaled \$24,657 compared to \$16,937 in March 2013 (a partial month of operations due to the soft opening on 3/9/13), and \$19,958 in 2012.

**Swimming Education Programs:** In March 2014 there were 1260 swimming lesson participation units compared to 876 participation units in 2012. Staff is not comparing to 2013 because of a partial month of operations due to the Capital Improvement Project closure.

**Partnerships:** The partnership between the 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 that continue for eight and a half more weeks, the last class is scheduled for June 18<sup>th</sup>. Staff continues to work with Tukwila School District staff to ensure the future success of the program.

Staff is working with the Tukwila School District and the MPD Executive Director to develop a Pool Use Agreement which outlines the expectations of each organization surrounding use of the Tukwila Pool.

Global 2 Local (G2L) continues to be a strong supporter of the swimming education programs at the pool. Staff will attend a community leader meeting on Wednesday April 30<sup>th</sup> at 5:30pm.

**Special Events: April Pools Day:** The event was held on Saturday, April 19 from 1:00 - 4:30 pm. At the time this report was created the event was in the final stage of preparations. The schedule of events was to include a Water Safety Carnival, Lifejacket Fashion Show, Lifejacket and Swimming Lesson Raffle, and an Open Swim. The goal of the event was to educate pool users about safe behaviors in, on, and around the water. Fliers for the event were distributed to all local elementary school students throughout the first two weeks of April and an advertisement for the event was in the

March and April editions of the Tukwila Reporter. For safety reasons, attendance of this event was limited to the first 150 participants.

**Tukwila Turtles Special Olympics Swim Team Regional Meet:** The meet was held on Saturday, April 19, 2014 from 9:15 am - 5:00 pm @ the King County Aquatics Center (650 SW Campus Drive Federal Way, WA 98023). At the time of this report the Tukwila Turtles had 19 athletes participating of the 600 athletes registered in this year's meet. Coaches expect to have multiple qualifying swims for the state meet this year.

**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.

**Community Transformation Grant:** Staff has been working closely with Seattle Children's Hospital and King County Public Health to meet the requirements of the Community Transformation Grant (CTG). The grant was awarded to the City of Tukwila's Parks and Recreation Department (P&R) in 2013. The grant had two major components: the first component was researching and creating policies to support universal recreation and swim opportunities, the second was to develop policies that support reaching traditionally underserved populations. Four policies were developed; two of those policies will be brought to the MPD Executive Director Committee for input in May as they have potential impact to the MPD. Please see attachment B for information that was presented to the City of Tukwila's Community Affairs and Parks Committee on April 15, 2014.

**ATTACHMENTS**

- A. 1<sup>st</sup> Quarter Report
- B. Community Affairs and Parks Committee CTG packet information.

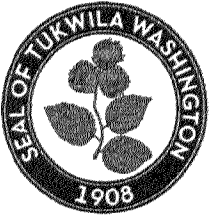
Tukwila Metropolitan Parks District

Tukwila Pool Fee Revenues

1st Quarter 2014

Row #	Program Fee Type	Resident		Non Resident		Total		2014 proposed revenue	% of 2014 proposed revenue	2013 actual		
		#	\$	#	\$	#	\$			#	\$	
1	Drop-ins	Adult Drop-in				901	\$3,604.00			258	\$1,032	
2		Youth Drop-in				769	\$2,307.00			383	\$1,149	
3		Sr Drop-in				381	\$1,143.00			110	\$330	
4		Adult H2OX Drop-in				12	\$72.00			12	\$72	
5		Sr. H2OX Drop-in				15	\$75.00			10	\$50	
6		Misc. Drop-ins				281	\$332.00			23	\$27	
7	<b>Subtotal Drop-ins</b>				<b>2,359</b>	<b>\$7,533.00</b>	<b>\$6,900</b>	<b>109%</b>	<b>796</b>	<b>\$2,660</b>		
8	Pass Sales	Youth 1 Month Pass		3	\$84	1	\$35	4	\$119	6	\$170	
9		Adult 1 Month Pass		2	\$78	5	\$245	7	\$323	8	\$274	
10		Sr. 1 Month Pass		9	\$252	2	\$70	11	\$322	4	\$99	
11		Youth 3 Month Pass		0	\$0	1	\$83	1	\$83	0	\$0	
12		Adult 3 Month Pass		1	\$105	1	\$132	2	\$237	0	\$0	
13		Sr. 3 Month Pass		6	\$396	4	\$332	10	\$728	7	\$461	
14		Youth 6 Month Pass		0	\$0	0	\$0	0	\$0	0	\$0	
15		Adult 6 Month Pass		0	\$0	0	\$0	0	\$0	1	\$182	
16		Sr. 6 Month Pass		3	\$461	1	\$152	4	\$613	0	\$0	
17		Youth 12 Month Pass		1	\$128	0	\$0	1	\$128	0	\$0	
18		Adult 12 Month Pass		3	\$824	1	\$338	4	\$1,162	5	\$1,415	
19		Sr. 12 Month Pass		9	\$1,338	12	\$2,346	21	\$3,684	9	\$1,674	
20		Youth 10 Punch Pass		10	\$270	4	\$120	14	\$390	12	\$288	
21		Adult 10 Punch Pass		17	\$612	16	\$640	33	\$1,252	15	\$489	
22		Senior 10 Punch Pass		6	\$162	17	\$510	23	\$672	12	\$288	
23		Youth 20 Punch Card		0	\$0	1	\$60	1	\$60	0	\$0	
24		Adult 20 Punch Card		0	\$0	3	\$240	3	\$240	1	\$75	
25		Senior 20 Punch Pass		0	\$0	1	\$60	1	\$60	3	\$165	
26		Adult H2OX 10 visit		3	\$156	2	\$110	5	\$266	2	\$98	
27		Sr. H2OX 10 visit		6	\$252	2	\$88	8	\$340	2	\$77	
28		Adult H2OX 20 visit		0	\$0	0	\$0	0	\$0	0	\$0	
29		Sr. H2OX 20 visit		0	\$0	0	\$0	0	\$0	1	\$79	
30		<b>Subtotal Pass Sales</b>		<b>79</b>	<b>\$5,118</b>	<b>74</b>	<b>\$5,561</b>	<b>153</b>	<b>\$10,679</b>	<b>\$9,500</b>	<b>112%</b>	<b>88</b>
31	All Pass Scans		1,211		1,686		2,897			732		
32	Lessons	Swim Lessons		1,843	\$10,135	898	\$5,834	2,740	\$15,969	870	\$5,000	
33		Private Lessons		3	\$75	8	\$240	11	\$315	6	\$160	
34		Semi Private Lessons		2	\$60	4	\$140	6	\$200	0	\$0	
35	<b>Subtotal Lessons</b>		<b>1,848</b>	<b>\$10,270</b>	<b>910</b>	<b>\$6,214</b>	<b>2,757</b>	<b>\$16,484</b>	<b>\$12,500</b>	<b>132%</b>	<b>876</b>	<b>\$5,160</b>
36	<b>Total Programs</b>		Drop-ins, Pass Sales & Lessons				<b>8,013</b>	<b>\$34,696.13</b>	<b>\$28,900</b>	<b>120%</b>	<b>2,404</b>	<b>\$13,654</b>
37	Rentals	One Time Rentals		1	\$270	5	\$694	185	\$963.50	340	\$590	
38		Rentals -Special Int. Grps		6	\$13,804	17	\$8,738	12,798	\$22,541.63	2680	\$2,445	
40		Lockers						1,266	\$373.25	425	\$106	
41	<b>Subtotal Rentals</b>		<b>7</b>	<b>\$14,074</b>	<b>22</b>	<b>\$9,431</b>	<b>14,249</b>	<b>\$23,704</b>	<b>\$15,000</b>	<b>158%</b>	<b>3,445</b>	<b>\$3,141</b>
42	Other	Vending						\$381	\$300	1%	\$74	
43		Donations						\$65	\$0	0%	\$21	
44		Merchandise						\$524	\$100	0%	\$46	
45		Scholarships						81	\$3,115	\$0	0%	\$0
46	<b>Subtotal Other</b>						<b>\$4,084</b>	<b>\$400</b>	<b>1021%</b>	<b>\$140</b>		
47	Estimated Visits						18,854			6,465		
48	<b>Total Revenue Earned</b>						<b>\$62,161.89</b>	<b>\$44,300</b>	<b>140%</b>	<b>\$16,935.60</b>		
48	2014 Revenue Goal		1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		YTD	
49	\$249,310.00		\$62,161.89								\$62,161.89	
50			YTD @ end of Q		YTD @ end of Q		YTD @ end of Q		YTD @ end of Q		% of goal	
51			\$62,161.89								24.93%	
52	2013 Revenue Goal		1Q vs. 1Q 2013									
53	\$211,000.00		367.05%									





## INFORMATIONAL MEMORANDUM

TO: **Mayor Haggerton**  
**Community Affairs and Parks Committee**

FROM: **Rick Still, Parks and Recreation Director**   
BY: **Amy Kindell, Aquatic Specialist**

DATE: **April 16, 2014**

SUBJECT: **Update on Community Transformation Grant for Tukwila Pool**

### ISSUE

Community Transformation Grant Outcomes

### BACKGROUND

In April 2013 the City was awarded a Community Transformation Grant (CTG) from Seattle Children's Hospital, Healthy King County Coalition and Seattle & King County Public Health with funding from the Centers for Disease Control and Prevention. The grant was awarded to support a healthy community by ensuring universal swimming opportunities and removing barriers to participation.

The grant had two major components. The first component was researching and creating policies to support universal swim opportunities, the second was to develop policies that support reaching traditionally underserved populations in regard to swimming education. Staff identified four areas to achieve grant components, as follows:

1. continuation of the pilot third grade swimming lesson voucher program and policy development to support the program;
2. development of policy for youth volunteer Guard Start program;
3. develop policy that will guide and support the use of translated printed materials;
4. develop policy for recreational programming to ensure access for all community members.

### DISCUSSION

Staff has researched and developed four policies as part of the deliverables for the CTG. The policies support the primary goals of the grant by supporting universal swimming opportunities and overcoming barriers to participation in healthy lifestyle activities such as swimming. Those policies are attached as follows:

- A. City of Tukwila Parks and Recreation Policy 200.15: Print Translation Services
- B. City of Tukwila Parks and Recreation Policy 200.16: Single Gender Recreation Opportunities
- C. City of Tukwila Parks and Recreation Policy 700.02: 3<sup>rd</sup> Grade Swimming Lesson Voucher Program
- D. City of Tukwila Parks and Recreation Policy 700.03: Youth Guard Start Program


The policies meet several goals outlined in the City of Tukwila's Comprehensive Plan, Strategic Plan, Parks Recreation and Open Space Plan (PROS), and meet several goals of the Tukwila Metropolitan Park District (MPD). Attachment E provides details about the specific goals and objectives accomplished via the PROS Plan and of the MPD.

### RECOMMENDATION

Information Only

**ATTACHMENTS**

- A. City of Tukwila Parks and Recreation Policy 200.15
- B. City of Tukwila Parks and Recreation Policy 200.16
- C. City of Tukwila Parks and Recreation Policy 700.02
- D. City of Tukwila Parks and Recreation Policy 700.03
- E. Goals

<b>Subject</b>	Print Translation Services	<b>Policy #</b>	200.15
<b>Effective Date</b>	Immediately		
<b>Last Revised</b>	New		
<b>Approved By</b>	Rick Still, Parks and Recreation Director 	<b>Date</b>	4/7/2014

**PURPOSE OF POLICY:**


To establish policy for the City of Tukwila Parks and Recreation Department's use of translation services for print materials.

**POLICY STATEMENT:**

- 200.15.01 The Department will utilize annual data from the Tukwila School District to determine what languages, beyond English, to translate print materials into.
- 200.15.02 Any print document that is translated will be translated into at least the top 3 non-English languages spoken according to the Tukwila School District data.
- 200.15.03 Which documents are translated will be at the discretion of the Department based on such things as demand, public safety needs, budgetary impacts and any other prudent considerations.
- 200.15.04 Documents will be translated by a native speaker of the language the document is being translated to and reviewed by another independent review who is a native speaker of the language being translated to before the document is utilized to communicate with the public.
- 200.15.05 As needed, the Department will review the policies of local municipalities to monitor the consistency of this policy with the needs and expectations for translation services of the regional community.

**DEFINITIONS:**

Department - refers to the City of Tukwila Parks and Recreation Department.

<b>Subject</b>	Single Gender Recreation Opportunities	<b>Policy #</b>	200.16
<b>Effective Date</b>	Immediately		
<b>Last Revised</b>	New		
<b>Approved By</b>	Rick Still, Parks and Recreation Director 	<b>Date</b>	4/7/2014

**PURPOSE OF POLICY:**

To establish policy for the implementation of single gender recreational programs in an effort to ensure every Tukwila Citizen has the opportunity and access to participate in recreational programing.

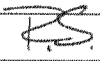
**POLICY STATEMENT:**

- 200.16.01 Single gender recreation programing may be made available as a normal course of business for the Department when the community expresses demand for such opportunities. These opportunities will be offered based on organizational capacity to accommodate the public demand, budgetary demands and any other constraints as determined by the Department.
- 200.16.02 During single gender programing the Department will provide staffing of the appropriate gender in the area where single gender programing is occurring as appropriate.
- 200.16.03 The Department will evaluate the programing ensure it meets organizational goals and objectives.
- 200.16.04 In the event of an emergency situation the staff on duty at the time of the event will respond without regard to gender to the emergency.

**DEFINITIONS:**

Department - refers to the City of Tukwila Parks and Recreation Department




<b>Subject</b>	3 <sup>rd</sup> Grade Swimming Lesson Voucher Program	<b>Policy #</b>	700.02
<b>Effective Date</b>	Immediately		
<b>Last Revised</b>	New		
<b>Approved By</b>	Rick Still, Parks and Recreation Director 	<b>Date</b>	4/7/2014

**PURPOSE OF POLICY:**

To establish policy for the 3<sup>rd</sup> Grade Swimming Lessons Voucher Program at the Tukwila Pool. The goal of the Program will be to ensure that every child in Tukwila has access to water safety and swimming education.

**POLICY STATEMENT:**

- 700.02.01 Each school year in September the Tukwila Pool will offer a voucher to 3<sup>rd</sup> grade students that attend school in the Tukwila School District and schools that serve Tukwila residents. Each voucher will be valid for one (1) session of swimming lessons at the Tukwila Pool at no cost. The vouchers will be valid for any session of swimming lessons at the Tukwila Pool from the first day of school to August 31<sup>st</sup> of the following year.
- 700.02.02 Tukwila Pool staff will work in coordination with the local school districts and schools to distribute the vouchers to students.
- 700.02.03 Tukwila Pool staff will keep an accounting of the number of vouchers distributed, the number and value of any vouchers redeemed each school year.
- 700.02.04 Vouchers and supporting documentation for this program will be translated in accordance with the City of Tukwila Parks and Recreation Print Materials Translated Services Policy.

<b>Subject</b>	Youth Guard Start Program	<b>Policy #</b>	700.03
<b>Effective Date</b>	Immediately		
<b>Last Revised</b>	New		
<b>Approved By</b>	Rick Still, Parks and Recreation Director 	<b>Date</b>	4/7/2014

**PURPOSE OF POLICY:**

To establish policy for the implementation of a program to assist local youth to gain skills and experience necessary to successfully complete lifeguard training and interview for a job as a lifeguard at the Tukwila Pool.

**POLICY STATEMENT:**

- 700.03.01 Individuals who volunteer a minimum of 24 hours in a one month period and are of an age and skill level appropriate to take lifeguard training will be eligible to apply to participate in a Tukwila Pool Lifeguard Training Class at no charge. All participants that successfully complete Lifeguard Training will be guaranteed and interview for the position of Lifeguard at the Tukwila Pool.
- 700.03.02 Tukwila Pool staff will work in cooperation with the local school districts to identify potential students who would benefit from participation in the program. Tukwila Pool staff will also work to develop a skills development program if needed so local young people could gain the skills to be able to successfully enter a Lifeguard Training course.
- 700.03.03 Tukwila Pool staff will be responsible for determining the size and scope of the program based on demand and operational capacity. Tukwila Pool staff will set goals for the program each year and track the success of the program through the number and progress of participants.

Organization/ Document	Goal	Objective	Objective	Pertinent Policy
City of Tukwila Parks, Recreation and Open Space Plan	Opportunities for All - Parks, recreation opportunities and public services offer something for all ages, abilities and cultures in settings, locations and times that are convenient to as many as possible. Safe, Inviting and Affordable – Parks and facilities are safe, well maintained and clean, and programs and services are welcoming and accessible for all people.	Offer programming that is improving and responding to current trends and community desires. Increase access to affordable, free or reduced cost programs and services.	Design accessible parks, facilities and programs for all ages and abilities. Expand awareness of program offerings and recreation options.	200.15
				200.16
				700.02 700.03
Tukwila Metropolitan Parks District Goals	Healthy People and places - Parks, recreation opportunities and open spaces promote healthy, active lifestyles are designed and managed to engage and enhance the natural environment and the local economy. To operate a financial self-sustaining aquatics program. Provide a pool that is a safe haven. To be welcoming and inclusive to all. To maintain and support community involvement in the pool. To provide creative and relevant programs.	Provide services for all ages to encourage community members to try new activities & healthy living. Capitalize on grants/funding opportunities Protect kids Eliminate barriers	Coordinate water safety education	200.15 200.16 700.02 700.03
				200.15 200.16 700.02 700.03
				200.15 200.16 700.02 700.03
		Deliver swim opportunities to all in the District		200.15 200.16 700.02 700.03

Attachment E

- 200.15: Print Translation Services
- 200.16: Single Gender Recreation Opportunities
- 700.02: 3<sup>rd</sup> Grade Swimming Lesson Voucher Program
- 700.03: Youth Guard Start Program



## INFORMATIONAL MEMORANDUM

### Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board of Commissioners**

FROM: Jennafer Price Cargill, Executive Director

BY: Vicky Carlsen, Deputy Finance Director

DATE: April 16, 2014

SUBJECT: **Monthly Financial Report**

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#### **ISSUE**

Monthly financial report.

#### **FINANCIAL IMPACT**

#### **DISCUSSION**

February 2014 has been closed and reconciled. Total revenue for the month of February is \$25,555.

Total expenditures for the month are \$66,231. The financial report attached provides additional information detailing the total revenue and expenditures. January utility costs are reflected in the February financial statement. Additionally, office and operating supplies of \$1,989 were for items necessary for the Executive Director.

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

#### **RECOMENDATION**

For information only.

#### **ATTACHMENTS**

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



**TUKWILA POOL MPD**  
**Revenues, Expenditures and Fund Balance**  
**January 1, 2014 to February 28, 2014**

Percent of year expired 16.66%

REVENUE	BUDGET	Actual Results		YTD	% of BUDGET
		JAN	FEB	TOTAL	
TAX REVENUE	\$ 704,395	\$ 1,356	\$ 5,595	\$ 6,952	1.0%
PROGRAMS	191,800	12,905	9,824	22,729	11.9%
RENTALS	54,510	11,501	3,352	14,853	27.2%
SCHOLARSHIPS USED	(10,000)	(527)	(1,070)	(1,597)	16.0%
OTHER	-	(11)	-	(11)	0.0%
SALE OF MERCHANDISE	2,000	137	109	245	12.3%
SALE OF SWIM MERCHANDISE	-	162	186	348	0.0%
DONATIONS	1,000	33	25	58	5.8%
GRANT	30,000	-	-	-	0.0%
<b>TOTAL REVENUE</b>	<b>973,705</b>	<b>25,555</b>	<b>18,021</b>	<b>43,576</b>	<b>4.5%</b>
<b>EXPENDITURES</b>					
<b>ADMINISTRATION/OVERHEAD</b>					
11 SALARIES	45,000	1,875	3,750	5,625	12.5%
21 FICA	-	143	287	430	0.0%
24 INDUSTRIAL INSURANCE	-	6	12	18	0.0%
31 OFFICE & OPERATING SUPPLIES	5,000	-	1,989	1,989	39.8%
41 LEGAL FEES	14,000	-	1,271	1,271	9.1%
43 TRAVEL	-	-	4	4	0.0%
45 GROUND LEASE	10,950	-	-	-	0.0%
46 INSURANCE	11,000	10,185	-	10,185	92.6%
48 REPAIRS & MAINTENANCE	-	-	208	208	0.0%
51 INTERLOCAL CITY FEES	79,200	7,195	4,478	11,673	14.7%
<b>TOTAL ADMINISTRATION</b>	<b>165,150</b>	<b>19,404</b>	<b>11,998</b>	<b>31,403</b>	<b>19.0%</b>
<b>CAPITAL &amp; DEBT SERVICE</b>					
BRIDGE LOAN PAYMENT	121,458	10,121	10,121	20,242	16.7%
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>20,242</b>	<b>6.4%</b>
<b>OPERATIONS</b>					
11 SALARIES	148,848	11,951	11,923	23,874	16.0%
12 EXTRA LABOR	140,000	11,726	12,157	23,883	17.1%
13 OVERTIME	5,000	145	745	890	17.8%
<b>SALARIES &amp; WAGES</b>	<b>293,848</b>	<b>23,822</b>	<b>24,825</b>	<b>48,647</b>	<b>16.6%</b>
21 FICA	22,005	1,811	1,888	3,699	16.8%
23 PERS	16,379	1,345	1,478	2,824	17.2%
24 INDUSTRIAL INSURANCE	18,050	1,452	1,428	2,880	16.0%
25 LIFE, OPTICAL	1,391	101	110	210	15.1%
25 MEDICAL, DENTAL, LIFE, OPTICAL	30,937	2,578	2,578	5,156	16.7%
<b>PERSONNEL BENEFITS</b>	<b>88,762</b>	<b>7,287</b>	<b>7,482</b>	<b>14,769</b>	<b>16.6%</b>
31 OFFICE & OPERATING SUPPLIES	10,000	276	618	894	8.9%
31 CHEMICALS	7,375	707	886	1,593	21.6%
34 RESALE PURCHASES	1,500	54	159	213	14.2%
<b>SUPPLIES</b>	<b>18,875</b>	<b>1,037</b>	<b>1,663</b>	<b>2,699</b>	<b>14.3%</b>
42 COMMUNICATION	2,200	103	278	381	17.3%
44 ADVERTISING	10,000	-	415	415	4.2%
45 OPERATING RENTALS & LEASES	750	-	-	-	0.0%
47 PUBLIC UTILITY SERVICES	80,000	-	7,218	7,218	9.0%
48 REPAIRS & MAINTENANCE	20,800	261	1,425	1,685	8.1%
49 MISCELLANEOUS	5,200	1,252	558	1,810	34.8%
49 CREDIT CARD FEES	4,500	266	247	513	11.4%
<b>OTHER SERVICES &amp; CHARGES</b>	<b>123,450</b>	<b>1,881</b>	<b>10,142</b>	<b>12,023</b>	<b>9.7%</b>
<b>TOTAL OPERATIONS</b>	<b>524,935</b>	<b>34,026</b>	<b>44,112</b>	<b>78,138</b>	<b>14.9%</b>
<b>TOTAL EXPENDITURES</b>	<b>1,004,673</b>	<b>63,552</b>	<b>66,231</b>	<b>129,783</b>	<b>12.9%</b>
CHANGE IN FUND BALANCE	(30,968)	(37,997)	(48,210)	(86,207)	278.4%
BEGINNING FUND BALANCE	440,537	319,430	281,433	319,430	72.5%
<b>ENDING FUND BALANCE</b>	<b>\$ 409,569</b>	<b>\$ 281,433</b>	<b>\$ 233,223</b>	<b>\$ 233,223</b>	<b>56.9%</b>





Tukwila Metropolitan Park District  
 Support Services Summary  
 March 2014

Dept Description	DEPT	Sum of HOURS	Sum of SALARIES & BENEFITS
Human Resources	03	14.75	777.30
Finance	05	14.00	751.81
Parks and Recreation	07	20.00	896.30
Information Technology	12	1.50	58.54
Public Works	13	1.50	42.95
Parks	15	3.00	116.80
<b>Grand Total</b>		<b>54.75</b>	<b>\$2,643.70</b>
<b>Overhead Expense</b>		10%	\$264.37
<b>Invoice Total</b>			<b>\$2,908.07</b>

Sum of Hours	Full Name	Activity Description	Total
1.5	ALMBERG-DIDEON, DANA		
1.5	CARLSEN, VICTORIA	Photocopy and distribute MPD packet	1.5
2	FRICKE, KAREN	Daily cash reports uploaded into Eden Import daily cash reports for February to Eden	2
1	HART, MELISSA	MPD Payroll Processing	1
2		Remove meeting items from Council Chambers after March MPD meeting. Convert audio from March meeting for incorporation into Digital Records Center. Copy and distribute items signed at March MPD meeting. Prepare and send minute template to Lady of Letter.	2
4		Received draft minutes from Lady of Letters that included several areas that needed attention such as comments made by Board Members without microphone, and identifying who seconded a motion.	4
1		Continued edits of February MPD minutes.	1
1.5		Finalized edits to minutes, forward to City Clerk for review and distribute to City staff and prepare for Board.	1.5
0.5	JUE, LILY	Accounting/Finance: Posting of monthly MPD journal entries (12)	0.5
1	LE, BAO-TRAN	Assist Executive Director on compiling agenda packet	1
0.5		Digitize agenda packet and TPAC doc	0.5
1.5	O'FLAHERTY, CHRISTY	Digitize minutes, TPAC docs	1.5
0.75		MPD: Follow-up on Facility Use Agreement for MPD	0.75
0.25		MPD: Assistance reviewing/editing Facility Use Agreement with the City for meetings and access by the Executive Director	0.25
6.75		MPD: Review/added language to Exhibit A (Rules) for Facility Use Agreement Key Card component and distribute to Asst City Attorney; Response to Executive Director regarding OPMA issues associated with Executive Committee meetings	6.75
0.5		MPD: Prepare paperwork to attain City facilities key card for Executive Director; talk with staff in PW, HR and City Administration; transmit Exhibit A to Executive Director and MPD Attorney; Communication to ED regarding agenda process for March meeting	0.5
1		MPD: Work on attaining the various signatures required for key card access; receipt of email questions by MPD Attorney that were forwarded to Asst. City Attorney regarding Facility Use Agreement; printed approved agreement and attachment as part of key card access documentation	1
0.5		MPD: Collaboration with staff and Executive Director regarding amendments to Board Minutes, to include review of potential changes and suggestions to ED	0.5

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

O'FLAHERTY, CHRISTY	MPD: Receipt of additional document for MPD packet after distribution; provide input to ED regarding next steps MPD: Discussions with Ed regarding provision of additional items for agenda reminder regarding distribution of minutes in time for approval at Board meeting; and preference on handling of invoice	0.75 1
<b>SAXTON, BARBARA</b>	Proofread 2-26-14 MPD meeting minutes.	1
<b>ZELLERHOFF, CRAIG</b>	Reviewed packet received from MPD; communication with Exec Dir re chgs to mtg mins	0.5 0.5 7
<b>JABER, SUSAN</b>	MPD Accounting	7
<b>JAEGER, BRIAN</b>	MPD ACCOUNT PAYABLE PROCESSING MPD MONTH-END CLAIMS PROCESSING	2 1.5 0.5
<b>TAKECHI, RICHARD</b>	mowing line trimming blowing off	3
<b>HALE, PAULA</b>	Process MPD receipts	0.5
<b>COMPTON, ERIC</b>	pool deposit	20
<b>WARTELLA, VICTOR</b>	Troubleshooting phone replacing PC	1.5 0.5
	Set up for MPD meeting in Council Chambers W/O # 25628; MPD MEETING SET UP	1 1.5 0.75 0.75
<b>Grand Total</b>		<b>54.75</b>

## INFORMATIONAL MEMORANDUM

### Tukwila Pool Metropolitan Park District

**TO:** Tukwila Pool MPD Board President

**FROM:** David Puki, Tukwila Pool Advisory Committee Chair

**DATE:** April 13, 2014

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

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#### **ISSUE**

Summary of the April meeting held at TCC

#### **FINANCIAL IMPACT**

N/A

#### **BACKGROUND**

Meeting date April 05, 2014

#### **DISCUSSION**

- 1) The committee reviewed student participation and additional committee members as directed by the Board during the February MPD meeting. Please see the April meeting minutes when submitted for discussion details. A revised (2) option recommendation was approved and is provided below.
- 2) Business items 2 and 3 of the TPAC agenda were combined to have a discussion about how to combine pool events around other community special events such as Touch a Truck or Night Out. Discussion on holding a BBQ/Swim Party either before or following other community events as a fund raiser might be an opportunity. Private community pools seem to use this approach for their memberships with good success. The committee will follow-up on this concept at future meetings.
- 3) Our ED update revealed that previous TPAC recommendations were going to be discussed at the next EDC meeting. Variations to scholarship approvals for transparency would be discussed. Jennafer also informed us that there was no formal sponsorship policy and one will need to be created. She updated us on the TPAC web page and said it would be some time before it would be available. Other decisions regarding the Pools website must be made first.
- 4) It was noted at the end of our meeting that next month we will have election of Committee officers for the next year.

#### **TPAC RECOMMENDATIONS**

TPAC recommends the following choices for committee expansion;

- 1<sup>st</sup> Choice: TPAC's original recommendation - 5 regular voting members, up to 4 non-voting student representatives. (Preferred)
- 2<sup>nd</sup> Choice: TPAC recommends this committee be expanded to include 6 regular voting members. In addition, TPAC recommends up to 2 voting student representatives be included in the expansion of committee members.



Tukwila Pool Advisory Committee

March 1, 2014

Minutes

Tukwila Community Center

Call to Order: 8:03 am

ATTENDANCE:

TPAC MEMBERS: Jeri Frangello-Anderson, Vanessa Zaputil, Dave Puki, Kim McCoy, Kay Mulliner

TP MPD CLERK: Kate Kruller

EXECUTIVE DIRECTOR: Jennafer Price Cargill

TP MPD COMMISSIONERS: Allan Ekberg, Verna Seal

GUESTS: Ellen Gengler, Diane Myers, Christine Neuffer

APPROVAL OF FEBRUARY 1, 2014 MINUTES: Kim made motion to accept minutes as presented, Vanessa seconded. Unanimous Vote

Business Item 1: Review and discussion of Scholarship data received.

Dave handed out scholarship data that was provided at the November 2013 TP MPD Meeting. Dave indicated that this scholarship data was never formally received by TPAC, but was included in the TP MPD November packet by Rick Still. This data is to help with the success of the program and what anticipated usage will be in the future. Current budget allows \$10,000 for scholarships. The information that was provided showed the number of scholarships awarded, number of visits covered by scholarship, number of individuals, number of returning participants, number of Camp Tukwilly recipients, percent of returning participants and value of scholarship and number of 3<sup>rd</sup> grade swim lesson vouchers redeemed through October 2013. Vanessa provided a pie/bar chart to determine how many people are getting lessons, 25 students received 1 session and 20 received 2 sessions. Based on the data provided it appears that the \$10,000.00 budget seems to be adequate for the year. Vanessa asked the question if the policy needed to be changed from the current 25/50/25 to upping the summer amount to accommodate the summer lessons and lesson the winter and spring percentages. Discussion of student progression to the next level, who makes the decision regarding students needing to repeat, how many students need to repeat? Is additional funding required to accommodate if students are repeating. Is fund raising needed to accommodate?

Vanessa asked the question regarding the 3<sup>rd</sup> grade swim lesson voucher program and where this funding is coming from, is this included in the Scholarship funding? For transparency, tracking of the 3<sup>rd</sup>

grade vouchers would be helpful data and should this program be tracked separately. The 3<sup>rd</sup> grade vouchers are given to all 3<sup>rd</sup> grade students in the Tukwila School District for one set of lessons. This does not include Tukwila residents that have kids going to other school districts like Highline and home schools. Vanessa indicated that tracking and attendance of the classes would be helpful information for use of public dollars and transparency.

Vanessa made a motion to recommend that the Executive Director to sign off on every approved Scholarship application as well as every session awarded. Jeri seconded. Unanimous vote.

#### Business Item 2: Pool Cover Usage

Staff indicated at the TP MPD Meeting that as of Monday February 24<sup>th</sup> the pool cover is being used daily. Kim wanted to send thanks to staff on behalf of TPAC for implementing the pool cover.

#### Business Item 3: Marketing discussion on Tukwila Business involvement and sponsorship.

Jeri indicated that she had a brief meeting with Amy regarding how best to approach local Tukwila Businesses with sponsorship and to also get their employees involved in the pool. Jeri indicated that since every member has a different relationship with businesses and citizens, if they could provide a list of 10 – 20 businesses in Tukwila that they feel would be a good target for possible sponsorship. Jeri asked if she could get this list before March 19<sup>th</sup> which is the next Marketing Meeting. Business sponsorship could help with additional funding for the pool. Discussion was brought up about businesses being able to donate and possibly incentive to receive a tax benefit. Dave indicated some other pools have used business sponsorship with banners and kick board advertising. Vanessa indicated that this should be a policy that the TP MPD should put into play regarding sponsorship, advertising and revenue opportunities and set procedure guidelines.

Vanessa made a motion to recommend the TMPD create a policy for donor/ sponsorship opportunities, Jeri seconded. Unanimous vote.

Jeri also did indicate that she had mentioned to Amy about eblast for marketing, and Amy indicated that is wasn't very successful.

#### Business Item #4: Executive Director Update

Website: Jennafer asked if TPAC would like to have a page, all were in agreement with yes. Jennafer is currently working on updating the website to include the TP MPD and TPAC information. Vanessa indicated that the Snohomish Aquatic Center is an awesome site to try to copy.

TPAC Student/Member increase: Jennafer indicated that at the TP MPD Meeting on Wednesday the Commissioners had asked for resolution #8 to be taken back to TPAC for their recommendation. The TP MPD would like to see 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> choice of recommendations for how many regular and student

positions. Kim indicated that 6 of the 7 commissioners indicated that they liked the idea of a student voting privileges. TPAC to put on future agenda to discuss and come up with recommendation as directed.

Jennafer indicated that posting staff photos at the pool is an ongoing discussion with staff, they are working on what the best solutions is and what the best need will be. Ellen gave accolades to Jennafer for taking over the task of the CityClerk at the TP MPD meeting which cuts down on staff time to the TP MPD. Kim also thanked Jennafer for her report on the K & J Design recommendations. Allan also added that the TP MPD board is happy about the fact that Jennafer is to be involved with the Marketing and will be continuing to work with the operator regarding thoughts on full time management coverage.

Jeri made motion to adjourn, Vanessa seconded.

Next TPAC meeting April 5, 2014, 8:00 am





## **INFORMATIONAL MEMORANDUM**

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

**TO:** Tukwila Pool MPD Board of Commissioners

**FROM:** Brian Snure, TPMPD Attorney

**DATE:** April 23, 2014

**SUBJECT:** **Interlocal Agreement Draft 2, with Commissioners revisions**

#### **ISSUE**

The TPMPD Attorney is submitting a second draft of the proposed revised Interlocal Agreement with the City of Tukwila reflecting the TPMPD Board of Commissioners comments.

#### **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. In February, five topics were recommended for inclusion in the revised agreement: 1) Dispute Resolution, 2) Termination, 3) Accountability & Reporting, 4) Cost controls, 5) Policies and Procedures. At the March meeting, the Attorney and Executive Director proposed a document that included language addressing those five topics. That document was also provided to the City Attorney and the City Administrator for preliminary review. The Board reviewed the proposed language and approved the majority of it and recommended revisions for a few sections.

#### **DISCUSSION**

Does the attached document reflect the TPMPD Board of Commissioners' preferred language for amending the ILA with the City of Tukwila? Do Board Members wish to offer any additional revisions or recommendations for changes?

**ATTORNEY REVIEWED:** YES

#### **RECOMMENDATION**

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

#### **ATTACHMENTS**

-Draft 2 ILA revisions



**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 December 31, 2015 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.

1.1.3 Termination Without Cause. Either party may terminate this agreement at any time with ~~ninety-one~~ ninety-one hundred twenty (90|20) days written notice to the other Party.

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.

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 shall require specific advance 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~~ follow the City's personnel 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 quarterly 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 shall 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~~ follow all Tukwila policies and procedures relating to the operation of the pool. However, the TPMPD reserves the right to adopt TPMPD policies and procedures that may relate to that govern pool policy and operations, operations. If such policies or procedures affect the wages or working conditions of Tukwila employees, increase pool operation costs or decrease pool operation revenues such policies and procedures shall be subject to prior approval by Tukwila, such approval not being unreasonably withheld. 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 Negotiation. In the event a dispute arises under this Agreement the parties agree to engage in a process of negotiation to resolve such dispute.

6.16.2 Mediation. 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.

6.26.3 Arbitration. 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.

6.36.4 Judicial Review. 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.

6.46.5 Exclusive Process. 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:

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

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President  
 TPMPD  
 6200 Southcenter Blvd.  
 Tukwila, WA 98188



## INFORMATIONAL MEMORANDUM

### Tukwila Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Rick Still, Parks and Recreation Director 

DATE: April 16, 2014

SUBJECT: Facility Maintenance Task List

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#### **ISSUE**

Detail of facility maintenance task list frequency per Board's request.

#### **FINANCIAL IMPACT**

No Financial Impact.

#### **BACKGROUND**

The Board requested staff to provide information on the list and frequency of maintenance tasks performed at the Tukwila Pool as part of operations.

#### **DISCUSSION**

The attached Facility Maintenance Task List details the frequency of the contracted maintenance tasks to operate the Tukwila Pool as mentioned in the Agreement between the MPD and the City of Tukwila.

#### **ATTACHMENT**

Facility Maintenance Task List



## Tukwila Pool Facility Maintenance Task List

Task	Frequency	Performed By
Janitorial	Daily	Lifeguards
Water Chemistry Balancing (water test)	Daily	Pool Staff
Inspections (mechanical, facility, water, etc.)	Daily	Pool Staff
Add Chems to balance Langelier Saturation Index	Weekly	Pool Staff
Liner Maintenance (brushing, vacuuming)	Weekly	Pool Staff
Water Filtration System (backwash)	Bi-Weekly	Pool Staff
BECs System	Monthly	Pool Staff
Stainless Steel Polishing (diving board, guard chair, ladders, stancions, door crashbars and kick plates)	Monthly	Outsource
Door Maintenance (locks & latches)	Monthly	Pool Staff
Janitorial - Equipment or Deep Cleaning (drinking fountains, toilets, sinks)	Monthly	Pool Staff
Pressure Wash (floors, bleachers, showers, guard chair, starting blocks, basketball hoop, stairs, lift)	Quarterly	Pool Staff
Diving Board (polish handrails, lube fulcrum, pressure wash)	Quarterly	Pool Staff
Slide	Quarterly	Pool Staff
Lube Pool Cover Reel	Quarterly	Pool Staff
Lockers (lube locks)	Quarterly	Pool Staff
AHU	Quarterly	Pool Staff
Boilers	Quarterly	Outsource
Pumps	Quarterly	Outsource
Motors	Quarterly	Outsource
Burglar & Fire Alarm systems, extinguishers	Quarterly	Outsource
Benches (refinishing)	Annually	Outsource
Lane Lines (tighten or repair)	Annually	Pool Staff
Pace Clocks Repairs	As Needed	Pool Staff
Locker Room Dispenser Repairs	As Needed	Pool Staff
Partition Repairs or Graffiti Removal	As Needed	Pool Staff
Roof Gutters Cleanout	As Needed	Pool Staff
Plumbing Repairs (showers, sinks, toilets, spigots, drinking fountains)	As Needed	Pool Staff
Change Lights	As Needed	Pool Staff
Misc Maintenance Repairs	As Needed	Pool Staff



## INFORMATIONAL MEMORANDUM

### Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board of Commissioners**

FROM: De'Sean Quinn, TPMPD Board President

DATE: April 23, 2014

SUBJECT: **Preparing for upcoming Board Retreat discussion**

**ISSUE**

Teeing up agenda items for the TPMPD's Board Retreat.

**FINANCIAL IMPACT**

None

**BACKGROUND**

The TPMPD Board of Commissioners have agreed to gather for a Board Retreat in May 31, 2014.

**DISCUSSION**

A Board Retreat has been scheduled on May 31<sup>st</sup> from 9:00am to 4:00pm and the City of Tukwila is generously providing the Social Hall at the Tukwila Community Center free of charge for the Board to use. The President of the Board would like to provide advance notice of some of the topics that will be discussed to give the Commissioners time to prepare.

**RECOMMENDATION**

none

**ATTACHMENTS**

- KJ Designs Priorities
- KJ & ED Recommendations
- Status Report on KJ Recommendations



## Tukwila Recommendations, Priorities & Return on Investment

Page reference		Priority	Relative Cost of Implementation	Cost Control (savings)	Level of Risk	Return on Investment	Operational or Policy?	Implementation Date
<b>Membership Recommendations</b>								
15, 23	Adopt a membership based philosophy	High	Low	NA	Low	High	Operational & Pol	2015
23, 50	2 or more annual membership promotions	High	Medium	NA	Low	High	Operational	2014
23	Adding a family membership (flexible definition)	Moderate	Low	NA	Low	Moderate	Operational	May-14
24	Create membership benefits (at least program discounts and free special events)	High	Low	NA	Moderate	Moderate	Operational	Jan-03
24	Create an all inclusive membership	Low	Low	NA	Low	Moderate	Operational	Jan-16
24, 46	Cross market and advertise the TCC joint membership	Low	Low	NA	Low	Moderate	Operational	Sep-14
24	Change terminology to memberships instead of passes	High	Low	NA	Low	Low	Operational	May-14
24	Change terminology to visits instead of punches	High	Low	NA	Low	Low	Operational	May-14
24	Add the same disclaimer for multi-visits and membership that is listed with TCC memberships	High	Low	NA	Low	Low	Operational	May-14
24	Create an "other club card" fee for TCC and/or other club memberships - \$2	High	Low	NA	Low	Low	Operational	Sep-14
24	Eliminate 6 month membership	Moderate	Low	NA	Low	Moderate	Operational	2014
25	Create a pricing formula (chart on page 25)	High	Low	NA	Low	High	Operational	May-14
25							Operational	2013
<b>Budgeting considerations</b>								
37	Offer rewards and incentives to employees who teach FF, semi private and private lessons	Moderate	Moderate	NA	Low	High	Operational	Jan-03
38, 39	FT professional staff should not be assigned as regular instructors unless specifically hired into that role or mentoring new employees	Moderate	Low	High	Low	Moderate	Operational	ongoing
38, 39	Add another lifeguard during peak instruction times	High	Moderate	NA	High	Low	Operational	as needed since 2013
41, 50	Verify rental fees for pool space cover costs	Moderate	Low	NA	Low	Moderate	Operational	2012
46	Review the Cost of hiring a marketing person / firm	High	High	NA	Low	High	Policy	
50	Allocate funds for marketing and advertising	High	High	NA	Low	High	Policy	2013
46	Determine pay rate for person in Mascot costume (double time)	Low	Low	NA	Low	Low	Operational	
47	Fill the vacant 3/4 time position w/ a Head Guard or Lead Manager	High	Moderate	NA	Moderate	Low	Policy/ Operational	
47	Consider hiring a custodial maintenance person / firm	Moderate	High	NA	Low	Moderate	Policy/ Operational	
50, 54	Utilize an enterprise fund	High	Low	High	Moderate	High	Policy	
53	Fundraise and/or allocate scholarship money	Moderate	High	NA	Low	Low	Operational	Oct-13
54	Permit all funds that are remaining at year end to be rolled forward into the next fiscal year	Moderate	High	NA	Low	Low	Policy	
62	Clarify the bond payment as an annual capital expense (separate capital budget)	Moderate	High	NA	Low	Low	Policy	
63	Increase lifeguard, swim instructor and water fitness instructor's hourly rates	High	High	NA	Low	Low	Policy	Feb-14
64	Allocate a revolving replacement equipment fund (based on lifecycle analysis and cost amortization)	Moderate	High	NA	Low	Moderate	Policy	
62	Amending pay rate for FT staff	Low	Low	Moderate	Low	Low	Policy/ Operational	
<b>Scheduling Recommendations</b>								
13	Stagger start program times	High	Low	NA	Low	High	Operational	
14, 19, 21	Minimum of one lap lane during all operational hours	High	Low	NA	Low	High	Operational	
14, 21, 26	Shallow wex space during all operational hours	Low	Low	NA	Low	High	Operational	

14, 21, 26	Deep wex space during all operational hours	Low	Low	NA	Low	High	Operational		
19	Review rental times and adjust space use. Provide lap / wex space, add facility hours	Moderate	Low	NA	Low	High	Operational	ongoing	
20, 21	Adjust open swim and family swim to open recreation with a broader definition, expand times	High	Low	NA	Low	High	Operational		
21	Reduce special interest rentals to accommodate general membership and drop in visits	Moderate	Low	NA	Low	High	Operational	ongoing	
21	Review camp use and determine if all space is needed	Low	Low	NA	Low	Low	Operational		
21	Review team use (time, day of week, length of practice, space use)	Moderate	Low	NA	Low	NA	Operational	ongoing	
21	Change advertising times of party (pool) rentals	Moderate	Low	NA	Low	High	Operational	May-14	
20	Deep water open recreation includes board or slide	High	Low	NA	Low	High	Operational	Jan-03	
41, 44	Evaluate special interest rental needs	Moderate	Low	NA	Low	Moderate	Operational	ongoing	
<b>Facility layout &amp; Building Changes</b>									
13, 38	Create a spectator area during instructional classes	High	Moderate	Moderate	Low	Low	Operational		Jan-73
13	Dry land space for teams	Low	High	NA	Moderate	Low	Operational		
13	Dry instructional space	Low	High	NA	Moderate	Low	Operational/Policy	Capital funds have not been	
39, 45	Remove benches on pool deck adjacent to WLR	Moderate	Low	NA	Low	High	Operational		Sep-13
45	Move all instructional equipment to wall adjacent to WLR	Low	Low	NA	Low	Low	Operational		Sep-13
45	Rearrange classroom / storage / breakroom	Low	Moderate	NA	Low	Low	Operational	ongoing	
45	Rearrange Amy's office	Low	Moderate	NA	Low	Low	Operational	ongoing	
45	Partition dry / wet pathway on pool deck	Moderate	Moderate	Moderate	Low	High	Operational		Sep-13
47	Install disposable glove racks in all LR (repeat from purchases)	Low	Moderate	Moderate	Moderate	Moderate	Operational		Sep-13
45	bungee folding table to wall or remove from spectator space	High	Low	NA	High	Low	Operational		Sep-13
45	lane lines tighter for safety	High	Low	NA	High	Low	Operational	ongoing	
<b>Items to Purchase</b>									
20	Consider the purchase of an inflatable fun run	Moderate	High	NA	Moderate	Moderate	Operational		2015
29	Fanny packs with water proof pouches and supplies	Low	Moderate	NA	Low	Moderate	Operational		Jan-2003
45	Lap lane speed signs (large and placed on bulkhead)	Moderate	High	NA	Moderate	Moderate	Operational		Jan-2003
39	Tot dock for PS lessons	Moderate	High	NA	Moderate	Moderate	Operational		
45	Elevated lifeguard stands	Moderate	High	NA	High	Low	Operational		
45	Additional sound panels	Low	High	NA	Low	Low	Operational		
46	Wet / Dry Mascot costume	Low	High	NA	Low	Moderate	Operational		
47	Wi-Fi hot spot	Moderate	Low	NA	Low	Moderate	Operational		2014
39	e-readers with translator programs	Low	Moderate	NA	Low	Moderate	Operational		2015
47	Disposable glove racks for all LR	Moderate	Low	NA	Low	Moderate	Operational		
38	on line registration system	Moderate	High	NA	Low	High	Operational		
63	Whentowork.com	High	Low	Moderate	Low	High	Operational		





<b>Staff Training, Development &amp; Certifications</b>								
16	Guest services should be well over 50% of every employees job (management team, lifeguard, swim instructor, fitness instructor, information desk)	High	Moderate	NA	Low	High	High	Jan-2003
26	Provide water fitness certification to FT or long term employees	High	High	NA	High	Moderate		Jun-2014
31	Support professional staff attendance at local and national trainings & conferences	High	Moderate	NA	High	High		Operational/ Policy
29	Consistent color for uniform bottoms (shorts or pants)	Low	Moderate	NA	Low	Moderate		Jan-2014
29	Lifeguards should wear fanny packs	High	Moderate	NA	High	High		alternate option 1/2003
29 - 30	Shadow guard or shadow instructor and mentoring program for all new employees (not based on previous experience)	High	Low	High	Moderate	High		Jan-2014
30 - 31	Determine average weekly hours worked for PT employees and set minimum training hours	Low	Moderate	NA	Low	Low		Jan-2003
31	Provide LGT certification every year	High	Low	NA	Low	High		additional funding needed
31	2 hours of training per month per employee	High	Moderate	NA	High	High		additional funding needed
31	Train staff in custodial responsibilities	High	Low	NA	Low	High		ongoing
31, 34, 36, 39	Provide swim lessons workshop(s) for instructor development	High	Low	NA	Low	High		ongoing
63	Train employees in efficient placement and removal of pool covers	High	Low	NA	Low	High		Feb-2013
<b>Reporting of Services</b>								
20	Special interest partnerships need documentation (counting) of services offered, bridging to memberships, etc	Moderate	Low	NA	Low	High		ongoing
47	Accurately document time associated with MPD projects and requests (employees, board members, volunteers)	Low	Moderate	NA	Low	Moderate		ongoing
<b>Policies and Signage</b>								
22	Revise and post supervision policy	Moderate	Low	NA	Moderate	Moderate		
22	Revise and post space use policy	Moderate	Low	NA	Low	Low		
22	Post circle swimming and lane use guidelines	High	Low	NA	Low	High		Jan-2003
39	Create a formal swim screening process (repeat from Learn To Swim)	Moderate	Low	NA	Low	High		Jan-2003
47	Create an evaluation system for members, guests and students (comment box)	Moderate	Low	NA	Low	High		Jan-2014
48	Amend current job descriptions to reference WAC requirements for each position	High	Low	NA	High	Low		Human Resources
44	Create a priority of use statement	High	Low	NA	Moderate	Moderate		Operational/Policy
65	Remove "3rd party operator" terminology and identify the operator by their name - Tukwila Parks and Recreation	Low	Low	NA	Low	Moderate		Policy
<b>Programming recommendations</b>								
24	Determine resident discount formula and remain consistent	Moderate	Low	NA	Low	High		2013
26	Change terminology of water aerobics to water exercise or water fitness	Moderate	Low	NA	Low	High		May-14
47	Create an evaluation system for students and/or their caregivers (repeat)	Moderate	Low	NA	Low	High		Jan-14

Advertising and Print Material													
32	Provide days, times and costs of non-progressive swim programs (specialty classes)	Moderate	Low	NA	Low	Moderate	Moderate	High				Operational	2003 via fliers
39	Include safety skills taught during learn to swim in all print material	Moderate	Low	NA	Moderate	High						Operational	Jan-03
<b>Learn To Swim Recommendations</b>													
38	Provide days, times and costs of non-progressive swim programs (i.e. parent-tot, adult lessons, etc) (repeat)	Moderate	Low	NA	Low	Moderate	Moderate	Moderate				Operational	2003 via fliers
38	Consider on line registration (repeat from purchases)	High	Moderate	NA	Low	High	High	High				Operational	2016
35	Establish general class guidelines (page 35 has a list)	High	Low	NA	Low	High	High	High				Operational	Jan-03
35, 39	Begin and end classes on time at the gallery entrance	Moderate	Low	NA	Low	Moderate	Moderate	Moderate				Operational	Jan-03
33	Provide daily feedback to caregivers	Moderate	Low	NA	Low	Moderate	Moderate	Moderate				Operational	Jan-03
33	Stagger start (and end) the class times	High	Low	NA	Low	High	High	High				Operational	
33, 38	Adjust the length of classes based on skills and level	High	Moderate	NA	Low	High	High	High				Operational	
33, 38	Offer Saturday lessons as an independent session (6 or 8 classes)	High	Moderate	NA	Low	High	High	High				Operational	2012
34	Ensure that safety skills are taught during each lesson	High	Low	NA	Low	High	High	Moderate				Operational	ongoing
34, 39	Permit children with little or no water experience to enroll in the first level	Moderate	Low	NA	Low	Moderate	Moderate	Moderate				Operational	2003
34	Adjust student teach ratio as necessary (see page 34 for recommendations)	Moderate	Moderate	NA	Low	Moderate	Moderate	Moderate				Operational	
39	Modify class registration if a child is inappropriately placed	High	Low	NA	Moderate	High	High	Moderate				Operational	2003
35	Clearly designate lesson space per instructor (depth, dividers and signage)	High	Low	NA	Moderate	High	High	Moderate				Operational	2003
35	Equipment choices need to be appropriate for skills and age of user	Moderate	Low	NA	Moderate	Moderate	Moderate	High				Operational	ongoing
36 - 37, 39	Add programs and times offered (preschool, kinder, family & friend).	High	Low	NA	Low	High	High	High				Operational	ongoing
39	Create a formal swim screening process	Moderate	Low	NA	Low	Moderate	Moderate	High				Operational	2003
39	Create a program evaluation system for caregivers	Moderate	Low	NA	Low	Moderate	Moderate	High				Operational	Jan-14
<b>Partnership Opportunities</b>													
27	Develop partnerships for bridging rehabilitation with long term exercise habits (list on page 27)	Moderate	Low	NA	Low	Moderate	Moderate	High				Operational	2008
40	Continue partnerships with camps, foundations, and special interests	High	Low	NA	Low	High	High	High				Operational	ongoing/2003
40	Partner with programs for PS and Homeschool programs	High	Low	NA	Low	High	High	Moderate				Operational	ongoing/2015
40	Continue grant writing and program delivery with High School	High	Moderate	NA	Low	High	High	High				Operational	ongoing
41, 46	Partner with programs for active adult and retirement communities	Moderate	Low	NA	Low	Moderate	Moderate	Moderate				Operational	ongoing
42	Determine appropriate partners for Special Events	Moderate	Low	NA	Low	Moderate	Moderate	Moderate				Operational	ongoing
41, 44	Evaluate special interest rental needs (repeat from scheduling)	Moderate	Low	NA	Low	Moderate	Moderate	Moderate				Operational	ongoing
46	Utilize TPAC and STP as the positive voice for the pool (repeat from marketing)	High	Low	NA	Moderate	High	High	High				Policy	
<b>MPD Commissioners</b>													
61	Re-evaluate an independent MPD Board of Commissioners	High	Low	NA	Low	High	High	Moderate				Policy	



## Executive Director's Priorities for KJ Designs Report Recommendations

Submitted February 2014

Each of the items below (exceptions noted) was labeled as "High Priority" by KJ Designs. Highlighted items are considered "Highest Priority" by the TPMPD Executive Director.

Key: (p) = policy only, (po) = policy optional, (o) = operational only

Item numbers correspond to the document called "Tukwila Staff Responses to Recommendations in the KJ Designs Pool Administrative and Program Assessment October 2013" Attachment B.

Items marked "n/a" were not included in that document and therefore not assigned an item number.

Item#	Topic: Learn To Swim	Additional info:	Status or Recommendation:
74	On-line registration (po)	Currently being researched for all Tukwila P&R programs. Independently purchased software would require a \$3000-\$5000 annual financial commitment.	City is reviewing online software options, implementation scheduled for 2016 once current software becomes obsolete
46-53	Establish and maintain standards of general class guidelines (po)	Some instructors may be achieving these standards, but obviously KJ saw that some were not.	Continuing education and increased accountability strongly recommended
42	Stagger class start & end time (o)	Hidden labor costs with little ROI	Not recommended at this time, additional funding would be required, slate for re-consideration in 2015.
43 & 76	Saturday lessons with 6-8 classes (o)	Current option allows patrons to sign up for two sets Saturday sessions back-to-back (8 classes) for same cost as 8 weekday classes	Implemented June 2013
75	Adjust the length of classes based on skills and levels (o)	Significant hidden labor costs with little ROI	Not recommended at this time, additional funding would be required, slate for re-consideration in 2015.
n/a	Ensure that safety skills are taught during each lesson (po)	Some instructors may be achieving this standard, but obviously KJ saw that some were not.	Continuing education and increased staff accountability strongly recommended

<b>Item#</b>	<b>Topic: Learn To Swim (cont.)</b>	<b>Additional info:</b>	<b>Status or Recommendation:</b>
92	Create formal swim screening process and modify class assignment if a child is inappropriately placed (o)	Currently, level testing is only provided when a student is transferring	Option: Create a policy requiring that instructors screen students in the first class of each session to ensure they are placed properly (add'l safety measure)
81-84	Clearly designate lesson space per instructor (depth, dividers and signage) (o)	Spaces are designated, but not visibly. Parents and others are not aware of boundaries.	Recommend that staff brainstorm options and experiment with signs or other visible dividers.
77-78	Add programs and times offered (preschool, kinder, family & friend) (o)	Pool staff continue to review programming to seek additional options and needs.	On-going
<b>Topic: Partnership Opportunities</b>			
<b>Item#</b>	<b>Topic: Partnership Opportunities</b>	<b>Additional info:</b>	<b>Status or Recommendation:</b>
n/a	Partner with public and home school programs (p)	Swim lessons provided to students at Foster HS in partnership with TSD. Continuing to work out details of partnership.	Implemented 2013 w/public schools only
n/a	TPAC and STP as a positive voice for the pool (p)		Recommended
<b>Topic: MPD Commissioners</b>			
<b>Item#</b>	<b>Topic: MPD Commissioners</b>	<b>Additional info:</b>	<b>Status or Recommendation:</b>
n/a	Transition to an independent Board of Commissioners (p)		If planned for implementation by 2016 or 2017, preparations should begin as soon as possible
<b>Topic: Staff Training, Development &amp; Certifications</b>			
<b>Item#</b>	<b>Topic: Staff Training, Development &amp; Certifications</b>	<b>Additional info:</b>	<b>Status or Recommendation:</b>
n/a	Guest services should be over 50% of the job for all employees (o)	Lifeguards are not as consistent in this area as management staff.	Allowing the patrons to learn the names of the guards would assist greatly toward improving the guest experience.
31	Lifeguards must wear fanny packs (po)	Fanny packs are kept at each guard stand	Highly recommended by ED
32	Shadow guard or shadow instructor and mentoring program for all new employees regardless of prior experience (po)	Management feels that this is being done. Clearly KJ thought it should be done more.	Highly recommended by ED
34	Provide LGT certification every year (po)	Additional expense would have to be approved	Highly recommended by ED

<b>Item#</b>	<b>Topic: Staff Training (cont.)</b>	<b>Additional info:</b>	<b>Status or Recommendation:</b>
35	2 hours of training per month, per employee (po)	Additional expense would have to be approved	Highly recommended by ED
38	Train staff in custodial responsibilities (o)	Management feels that this is being done. Clearly KJ thought it could be done better.	Continuing education and increased staff accountability recommended
40	Provide swim lesson workshops for instructor development (po)	Management feels that this is being done. Clearly KJ thought it should be done more.	Highly recommended by ED
139	Train employees for efficient placement and removal of pool covers (o)	Demo 2/15/14	Recently repaired by McKinstry and ready for use.
<b>Item#</b>	<b>Topic: Policies and Signage</b>	<b>Additional info:</b>	<b>Status or Recommendation:</b>
133	Amend current job descriptions to reference WAC requirements (p)	Can be implemented by TPMPD immediately	
12	Post circle-swimming and lane use guidelines and signage (o)		Done
112	Create a Priority of Use statement (p/o)	A formal statement can be developed and implemented easily	
<b>Item#</b>	<b>Topic: Membership Recommendations</b>	<b>Additional info:</b>	<b>Status or Recommendation:</b>
13	Adopt a membership-based philosophy (p)		Reviewing for possible implementation mid-2014
20-22	2 or more annual membership promotions (o)	Birthday promotion, gift of fitness promotion, and pre-summer promotions are all in place	Currently exceeding recommendation
n/a	Create membership benefits (program discounts and free special events) (o)	Can be considered if membership program is implemented	Recommended
17	Change terminology: membership instead of passes, visits instead of punches (p)		Reviewing for possible implementation mid-2014
18	Add the same disclaimer for multi-visits and membership that is listed with TCC memberships (o)	This would allow multi-visit passes to expire before they are used up and therefore eliminate a current benefit to patrons.	Not recommended
23	Create an "other club card" fee for TCC and/or other club memberships (o)		Reviewing for possible implementation mid-2014
27	Create a pricing formula (p/o)	Management staff report that a version of this is already in place.	

<b>Item#</b>	<b>Topic: Budgeting Considerations</b>	<b>Additional info:</b>	<b>Status or Recommendation:</b>
86	Add another lifeguard during peak instruction times (po)	Additional costs would be approximately four to five thousand per year. However, if KJ saw that there was a need, it means that patron safety is impacted and should be considered.	Consider as an increased safety measure
140	Allocate a replacement equipment and capital improvements fund (p)	ED modified this recommendation to incorporate long-term thinking	Highly recommended by ED
<b>Item#</b>	<b>Topic: Scheduling</b>	<b>Additional info:</b>	<b>Status or Recommendation:</b>
1, 6, +	Minimum 1 lap lane open during all operational hours (po)	Currently lap lanes are open 47 hours per week and management believes this meets the need. KJ did not seem to agree with this assessment. Certain special interest rentals are the primary limitation on lap swimming, as they take up the entire pool.	Unknown whether or not current or future members would prefer additional lap swimming hours.
7	Adjust open swim and family swim to open recreation and broader definition, expand times and include board or slide (o)	The design and placement of the slide and diving board seem to preclude this option, which is something that KJ should have noticed.	ED can reconnect with KJ to ask for clarification or more detailed suggestion.
130	Manager-on-duty during all business hours (po)	The two managers report that they are required to be on duty during weekdays to fulfill the terms of the TSD contract. "Lead" Guards cover evening and weekends. Current management staff also report that they are overextended (i.e. no days off for weeks at a time).	TPMPD could develop a policy that outlines minimum supervisory expectations for operational contractors. Additional accountability and oversight for guards is also highly recommended.
<b>Item#</b>	<b>Topic: Facility Layout &amp; Building Changes</b>	<b>Additional info:</b>	<b>Status or Recommendation:</b>
122	Create a spectator area		Done
116	Bungee folding table to wall or remove from spectator space		Done
117	Lane lines tighter for safety		Done
<b>Item#</b>	<b>Topic: Marketing</b>	<b>Additional info:</b>	<b>Status or Recommendation:</b>



n/a	Evaluate cost recovery and market potential with prices of services (memberships, programs) (o)		Further is required from the ED who has taken on primary accountability for marketing.
99	Cross market special programs (o)		Implementation planned from Spring 2014
96	Count participants for every admission (o)		Currently being done
123	Develop and implement marketing plan (p)	A preliminary marketing plan was developed by management staff.	Further input is required from the ED who has taken on primary accountability for marketing.
<b>Item#</b>			
<b>Topic: Custodial Services</b>			
n/a	Keep locker rooms clean and well stocked (po)	<b>Additional info:</b> Currently the standard, however KJ seems to be indicating that additional emphasis is needed	<b>Status or Recommendation:</b> ED's experience is that the facility is usually clean and well-stocked
n/a	Create accountability for lifeguards' custodial duties -- i.e. check their work (o)	Recommendation from ED, not in KJ Designs report	Additional supervisory-level staff would make this easier to implement
128	Ensure that every lifeguard rotation includes a locker room walk through (o)	Currently the standard for all guards	ED has never personally witnessed a guard walk through the locker rooms during a rotation.
n/a	Determine frequency of broom brigade on high traffic areas of pool deck (o)		Currently being implemented approximately once a week

## Status Report on Implementation of KJ Designs Report Recommendations

As of Feb 2014

Created by Jennafer Price Cargill

<b>Breakdown of all KJ Designs Report recommendation status</b>
For brevity, I have used the numbering system developed for the document called "Tukwila Staff Responses to Recommendations in the KJ Designs Pool Administrative and Program Assessment October 2013" Attachment B. All percentages were rounded and were calculated after the redundancies were eliminated.
<b>Tukwila Pool staff and the TPMPD have already implemented or are in the process of implementing 46% of the recommendations.</b> (Items #: 5, 12-15, 17, 19-30, 32, 41, 43, 49, 72, 74, 76, 79, 82, 84, 85, 87, 94, 96-101, 104-106, 112, 114-119, 122, 123, 125, 127, 129, 131, 135, 138, 142-146)
<b>The pool management intended to implement another 29% of the recommendations but possibly require additional support to do so fully.</b> (Items #: 1, 3, 31, 33, 38, 40, 44, 46-48, 51-56, 58-69, 80, 90, 92, 93, 110, 111, 128, 139)
<b>Approximately 11% of the recommendations would require a financial commitment that has not been funded.</b> (Items #: 34-36, 39, 42, 45, 57, 75, 86, 95, 120, 121, 132)
<b>Fewer than 10% of the recommendations were evaluated and found to be unnecessary or undesirable for our facility or community at this time</b> (Items #: 2, 7, 11, 18, 70, 71, 73, 79, 126, 130, 137)
<b>4% require further TPMPD action/review</b> (Items #: 124, 133, 134, 136, 140, 141)
<b>Multiple items were eliminated for redundancy - FYI</b> (Items #: 4, 6, 8-10, 16, 37, 50, 77, 78, 81, 83, 88, 89, 91, 97, 102, 103, 107-109, 113)

## INFORMATIONAL MEMORANDUM

### Tukwila Pool Metropolitan Park District

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

FROM: Mary Miotke, City of Tukwila IT Director

DATE: April 23, 2014

SUBJECT: **TPMPD email addresses for Board members**

**ISSUE**

Email addresses will be established for the TPMPD Board members.

**BACKGROUND**

This item was included on the agenda and discussed at the March 26, 2014 TPMPD meeting. It was unanimously approved to establish email addresses for the Board members. The TPMPD Executive Director met with City Administrative and IT staff this past week to discuss implementation.

**DISCUSSION**

Email addresses will be established for the TPMPD Board of Commissioners within the next few weeks. Staff is preparing procedures and guidelines for proper use as well as general setup instructions for Board members for using the email addresses in compliance with RCW42.56 of the Public Records Act. Individualized setup and training by the City's IT Department will also be offered as needed. Access to the TPMPD email will be either on the hosted email server using a web browser or connected to a device specifically intended for TPMPD use. 3<sup>rd</sup> party email archiving services are being researched and suggested solutions will be brought to the Board for consideration. The standard format for the email addresses will be determined by the MPD Executive Director.

**FINANCIAL IMPACT**

There will be no financial impact for implementing email addresses, as the email addresses are included in the current hosting charges for the TPMPD webpage. Any 3<sup>rd</sup> party archiving solution will most likely have a slight financial impact and will be included in future discussion material.

**RECOMMENDATION**

Information Only.

**ATTACHMENTS**

None.



## INFORMATIONAL MEMORANDUM

### Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board of Commissioners

FROM: Jennafer Price Cargill, TPMPD Executive Director

DATE: March 26, 2014

SUBJECT: **Transfer of Ownership for Pool Facility between City and TPMPD**

#### **ISSUE**

Approval to transfer ownership of the Tukwila Pool from the City of Tukwila to the Tukwila Pool Metropolitan Park District.

#### **FINANCIAL IMPACT**

None

#### **BACKGROUND**

The City of Tukwila acquired the Tukwila Pool (previously the "South Central Pool") from King County in 2003 pursuant to the terms of the Intergovernmental Transfer Agreement between King County and the City of Tukwila. In 2011 the citizens of Tukwila voted to create the Tukwila Pool Metropolitan Park District for the purpose of maintaining and operating the pool for the community's continued use. Therefore, the City has drafted the attached documents to legally transfer ownership of the pool to the TPMPD, subject the covenants, terms, and conditions set forth in the original King County Transfer Agreement.

**ATTORNEY REVIEWED:** Yes

#### **RECOMMENDED ACTION:**

It is recommended that the Board of Commissioners consider a motion to approve the Board President and Clerk of the Board to execute the attached Intergovernmental Transfer Agreement and the Bargain and Sale Deed transferring legal ownership of the Tukwila Pool to the TPMPD.

#### **ATTACHMENTS**

- Intergovernmental Transfer Agreement
- Bargain and Sale Deed



# INTERGOVERNMENTAL TRANSFER AGREEMENT

## Between the City of Tukwila and the Tukwila Pool Metropolitan Park District

This Intergovernmental Transfer Agreement (“Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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”).

WHEREAS, Tukwila acquired the Tukwila Pool (previously the “South Central Pool”) from King County in 2003 pursuant to the terms of the Intergovernmental Transfer Agreement Between King County and the City of Tukwila Relating to the Ownership, Operation and Maintenance of the South Central Pool (the “King County Agreement”); and

WHEREAS, the King County Agreement set forth a number of specific covenants pertaining to use to be contained in the deed transferring ownership of the Tukwila Pool to Tukwila; and

WHEREAS, pursuant to the King County Agreement, the same covenants must be included in any future deed transferring the Tukwila Pool for public park, recreation or open space uses; and

WHEREAS, the TPMPD was formed in 2011 with the purpose of maintaining and operating the Tukwila Pool for recreation purposes; and

WHEREAS, the TPMPD now operates and maintains the Tukwila Pool for recreation purposes; and

WHEREAS, Tukwila desires to transfer its ownership interest in the pool to the TPMPD, subject the covenants, terms, and conditions set forth in the King County Transfer Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Tukwila and the TPMPD agree as follows:

### 1. Conveyance of Title.

1.1 Within thirty (30) days of execution of this Agreement, Tukwila shall

convey to the TPMPD by deed all its ownership interest in the Tukwila Pool (the "Property"), which is described more fully Exhibit A.

- 1.2 All deeds shall also contain the following specific covenants pertaining to use, which covenants shall run with the land. Tukwila and the TPMPD agree that Tukwila and King County shall have standing to enforce these covenants, which shall be set forth as follows:

The TPMPD, as required by RCW 36.89.050, covenants that the Property shall be continued to be used for open space, park, or recreation purposes or that other equivalent facilities within the King County shall be conveyed to King County in exchange therefore.

The TPMPD covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571, including that the TPMPD covenants that the Property will continue to be used for the purposes contemplated by King County Ordinance 34571, that the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for the purposes contemplated by King County Resolution 34571, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within King County or Tukwila shall be received in exchange therefore.

The TPMPD covenants that it shall not use the Property in a manner that would cause the interest on King County bonds related to the Property to no longer be exempt from federal income taxation.

The TPMPD covenants that it will not limit or restrict access to and use of the Property by non-City residents in any way that does not also apply to city residents. The TPMPD covenants that if differential fees for non-Tukwila residents are imposed, they will be reasonably related to the cost borne by Tukwila taxpayers to maintain, improve or operate the Property for parks and recreation purposes.

The TPMPD covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses.



- 1.3 The TPMPD and Tukwila agree that the assignment of Tukwila's lease for the underlying real property upon which the Tukwila Pool is built will convey all the rights and obligations of Tukwila contained in the lease, and that the TPMPD shall assume all the rights and obligations of Tukwila, including the covenants, contained in the lease.
- 1.4 The Property being conveyed includes the equipment and supplies that are necessary to operate and maintain the Tukwila Pool. Tukwila will leave such equipment and supplies on site, which equipment and supplies will include all furniture, lifeguard equipment, first aid supplies, specialty tools, operator manuals, as-built pool and remodel plans, phone system, lighting fixtures, miscellaneous pool equipment, building maintenance supplies, spare parts, and materials such as chlorine and filtration supplies for pool maintenance.
2. **Existing Restrictions, Agreements, Contracts or Permits.** The TPMPD shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and/or in the deed of conveyance.
3. **Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services.**
  - 3.1 The TPMPD has inspected and knows the condition of the Property and agrees to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at the Property.
  - 3.2 Tukwila does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or agent of Tukwila is authorized otherwise.
  - 3.3 The TPMPD acknowledges and agrees that Tukwila shall have no liability for, and that the TPMPD shall release and have no recourse against Tukwila for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the TPMPD or Tukwila.
4. **Indemnification and Hold Harmless.**
  - 4.1 Tukwila shall indemnify and hold harmless the TPMPD and its elected officials, officers, agents or employees, or any of them, from and against any

and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omissions of Tukwila, its officers, agents and employees in performing its obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred prior to formation of the TPMPD. In the event that any suit based upon such a claim, action, loss or damage is brought against the TPMPD or the TPMPD and Tukwila, Tukwila shall defend the same at its sole cost and expense and, if final judgment be rendered against the TPMPD and its officers, agents and employees or jointly against the TPMPD and Tukwila and their respective officers, agents and employees, Tukwila shall satisfy the same.

4.2 The TPMPD shall indemnify and hold harmless Tukwila and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent act or omission of the TPMPD, its officers, agents and employees in performing obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred on or after the formation of the TPMPD. In the event that any suit based upon such a claim, action, loss or damage is brought against Tukwila or Tukwila and the TPMPD, the TPMPD shall defend the same at its sole cost and expense and, if final judgment be rendered against Tukwila and its officers, agents and employees or jointly against Tukwila and the TPMPD and their respective officers, agents and employees, the TPMPD shall satisfy the same.

4.3 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that are or are brought against that Party relating to or pertaining to the Property.

4.4 Each party agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

5. **Waiver and Amendments.** Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

6. **Entire Agreement and Modifications.** This Intergovernmental Agreement and

its Exhibits sets forth the entire agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments, which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

- 7. **Duration and Authority.** This agreement shall be effective upon signature and authorization by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.
- 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

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:

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Shelley M. Kerslake, City Attorney

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Brian Snure, Attorney for TPMPD

**EXHIBIT A**  
**Legal Description**

Those real property improvements, including fixtures and equipment, located in the west 190 feet of the southwest one-quarter of the southeast one-quarter of Section 15, Township 23, Range 4 East, W.M., in King County, Washington, EXCEPT the south 20 feet for South 144 Street.



**AFTER RECORDING RETURN TO:**  
Tukwila Pool Metropolitan Park District  
Attn: Board President  
6200 Southcenter Blvd.  
Tukwila, WA 98188

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**BARGAIN AND SALE DEED**

Reference Number(s) of Related Documents:

Grantor : City of Tukwila  
Grantee : Tukwila Pool Metropolitan Pool District  
Abbreviated Legal : SE 1/4, Sec. 15, Twp 23 N., Rge 4 E, W.M.  
Assessor's Tax Parcel # : 1523049106

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The Grantor, City of Tukwila, a municipal corporation of the State of Washington (hereinafter "Tukwila" or "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, does hereby bargain, sell, and convey to the Tukwila Pool Metropolitan Park District, a municipal corporation of the State of Washington (hereinafter "TPMPD" or "Grantee"), the following real property improvements, situated in King County, Washington and referred to herein as the "Property":

Those real property improvements, including fixtures and equipment, located on the West 190 feet of the East 565 feet of the South 320 feet of the Southwest 1/4 of the Southeast 1/4 of Section 15, Township 23 North, Range 4 East, W M, in King County, Washington, EXCEPT the South 20 feet for So 144<sup>th</sup> St.

**SUBJECT TO THE FOLLOWING COVENANTS, WHICH ARE INTENDED TO BE RUNNING COVENANTS BURDENING AND BENEFITING THE PARTIES SUCCESSORS AND ASSIGNS:**

The TPMPD, as required by RCW 36.89.050, covenants that the Property shall be continued to be used for open space, park, or recreation purposes or that other equivalent facilities within King County shall be conveyed to King County in exchange therefore.

The TPMPD covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571, including that the TPMPD covenants that the Property will continue to be used for the purposes contemplated by King County Ordinance 34571, that the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for the purposes contemplated by King County Resolution 34571, and that the

Property shall not be converted to a different use unless other equivalent lands and facilities within King County or Tukwila shall be received in exchange therefore.

The TPMPD covenants that it shall not use the Property in a manner that would cause the interest on King County bonds related to the Property to no longer be exempt from federal income taxation.

The TPMPD covenants that it will not limit or restrict access to and use of the Property by non-City residents in any way that does not also apply to city residents. The TPMPD covenants that if differential fees for non-Tukwila residents are imposed, they will be reasonably related to the cost borne by Tukwila taxpayers to maintain, improve or operate the Property for parks and recreation purposes.

The TPMPD covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR, City of Tukwila

By: \_\_\_\_\_

Printed Name: Jim Haggerton

Title: Mayor

Attest/Authenticated:

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

\_\_\_\_\_  
Approved As To Form by  
City Attorney

GRANTEE: TUKWILA POOL METROPOLITAN PARK DISTRICT

\_\_\_\_\_  
Board President

Attest/Authenticated:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Approved As To Form by  
TPMPD Attorney





