

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

Resolution #

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL		
2. CITIZEN COMMENTS		
3. CONSENT AGENDA	a. Approval of minutes: 6/25/14 (<i>Regular Mtg.</i>) b. Approval of vouchers.	
4. REPORTS	a. Commissioners b. Executive Director c. Executive Director Committee d. Operator e. Financial & Support Services • financial report • support services detail & graph f. Tukwila Pool Advisory Committee: • TPAC Chair report • TPAC minutes	Pg. 1 Pg. 3 Pg. 9 Pg. 11 Pg. 19
5. BUSINESS ITEMS	a. Interlocal Agreement with the City of Tukwila b. 2014 Budget Adjustment c. Formation of Ad Hoc Committees d. Notifications of the TPMPD's Decision e. Next meeting is August 27, 2014.	Pg. 25 Pg. 43 Pg. 47 Pg. 49
6. MISCELLANEOUS		
7. EXECUTIVE SESSION		
8. ADJOURNMENT		

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Tukwila Pool 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 financially 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: July 17, 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 June 20 and July 17, the following has been accomplished:

- a. Attended the TPAC meeting
- b. Facilitated the Executive Director Committee (EDC) meeting & prepared minutes from previous meeting
- c. Reviewed audio and edited minutes from the June MPD meeting
- d. Drafted reports, memos & related documents to create the packet for July meeting
- e. Organized a Special Meeting of the Board in coordination with Steve Burke, Kate Kruller and Verna Seal at the request of De'Sean Quinn.
- f. Researched data, created a report and developed a Power-Point presentation on operational models

RECOMMENDATION

None

ATTACHMENTS

None

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Jennafer Price Cargill, TPMPD Executive Director

DATE: July 17, 2014

SUBJECT: **Executive Director Committee Report**

ISSUE

Report on the Executive Director Committee meetings

FINANCIAL IMPACT

None

REPORT

The Executive Director Committee (EDC) held meetings on June 19th and July 10th, 2014.

Business items and action taken included:

- Executive Director's position description – Kathy Hougardy offered a revised version that reduced redundancies and eliminated references to specific operational models. No major content changes were proposed. General agreement on using this revised version temporarily until a clear operational plan is in place, at which point the topic may need to be revisited.
- Planned work session on July 19th will now be a Special Meeting so that a vote can be taken.

ATTACHMENTS

-Agenda and approved Summary Minutes from EDC meeting 6/19/2014
-Agenda from EDC meeting 7/10/2014

TPMPD Executive Director Committee Meeting Agenda & Summary Minutes

June 19, 2014

Hazelnut Conference Room, Tukwila City Hall

Approved 7/10/2014

Attendees: De'Sean Quinn, Dennis Robertson (sitting in for Kate Kruller), Verna Seal (sitting in for Kathy Hougardy), Jennafer Price Cargill Guests: Vanessa Zaputil & Ellen Gengler

Jennafer Price Cargill (ED) called the meeting to order at 5:30 and asked the attendees if they wanted any modifications to the agenda. None were requested.

I. Open Items

- A. Executive Director position description – *Tabled until Kathy Hougardy returns.*
- B. Direction on Sponsorship policy options – *Tabled as a specific conversation in favor of discussing higher priority policies, see II.A below.*
- C. Operator's response loop – *Operator and ED developed an outline and ED is now awaiting the Operator's suggestions for specifics.*
- D. AFO class follow-up – *ED completed the class and was awarded AFO certification.*

II. New Items

- A. Developing additional policies; including topics recommended by WCIA:
 - 1. Operator's response loop procedures - how does our operator handle issues that are brought to their attention
 - 2. HR policies – specifically: employee screening & training standards
 - 3. Public safety policies – things like daily walk-through/hazard checks and emergency evacuation procedures

There was general discussion regarding these recommendations. No action taken.

- B. Overview of future operational options
 - 1. Contracting an operator
 - 2. Self-operating

ED offered to share some information as a foundation for the future decision on an operational model. However, the conversation instead focused on the current Operator's plans which have not yet been officially communicated to the MPD. No action taken.

De'Sean Quinn adjourned the meeting 6:30pm

- C. Suggestion box items from May

III. Agenda Items for Next Month

IV. Action Items

V. Adjournment

TPMPD Executive Director Committee
Meeting Agenda

July 10, 2014

5:30pm – 7:00pm

Conference Room #1, 6300 Southcenter Blvd.


Attendees: Verna Seal, Allan Ekberg, Kathy Hougardy, Jennafer Price Cargill

- I. Opening
 - A. Approval of the agenda
 - B. Approval of last month's minutes
- II. New Items
 - A. Work Session regarding review of operational options w/Steve by phone
 - B. Suggestion box items from May and June
- III. Open Items
 - A. Executive Director position description
 - B. Operator's response loop
- IV. Agenda Items for Next Month
- V. Action Items
- VI. Adjournment

INFORMATIONAL MEMORANDUM
Tukwila Metropolitan Park District

ITEM NO
4.D.

TO: Tukwila Pool MPD Board

FROM: Rick Still, Parks and Recreation Director 

DATE: July 16, 2014

SUBJECT: Operations Report

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

Program Revenues: June 2014 revenues totaled \$18,672 as compared to \$30,010 in 2013. It is noted that since the Rainier Beach pool reopened revenues have had declined at several area pools.

Swimming Education Programs:

Spring swim lesson session #2 ended on June 29, 2014, 63 participants completed the session.

Summer swim lesson session #1 started on June 23, 2014, 231 participants started the session.

The evening Water Aerobics is now being implemented with a start time of 6:00 pm, versus the 8:00 pm start time listed in the City of Tukwila's Parks and Recreation Summer Program Guide. No changes were made from the morning aerobics classes listed in the guide.

The American Red Cross Lifeguard Course scheduled to begin July 1st was cancelled due to no registrants.

Special Events:

The World's Largest Swimming Lesson: The Tukwila Pool joined hundreds of pools throughout the world to participate in instructing the world's largest swim lesson on Friday, June 20, 2014. The lesson started at 8:00 am. Over 30,000 people from 18 different countries participated in the lesson, final counts are still being reported to the event organizers.

Floating Movie Night: Finding Nemo was featured at the Pool on Saturday, June 21, 2014, attendance was low.

Events held in July included the Scout Swim Day, which was held on July 12, 2014. 40 people participated.

The Summer Splashtacular event is scheduled for Saturday, July 19, 2014 and the Touch A Truck \$1 swim will be held on Saturday, July 26, 2014 from 3 pm – 5 pm.

Maintenance: Staff continued to perform maintenance activities at the pool, including daily inspections of the pool system and chemicals testing. Staff performed routine drain cleaning, lubing, and deck cleaning. Staff have been coordinating with contractors to replace the domestic hot water expansion tank. The tank replacement was not included in the original scope of work during recent capital project but is now necessary to replace due to failure.

Staffing: There have been a few scheduling challenges that are typical for this time of year (summer vacations) however full time staff and seasoned lifeguards have been able to make adjustments as needed.

Suggestion Box Follow Up Items: n/a

ATTACHMENTS

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, City of Tukwila

DATE: July 16, 2014

SUBJECT: Monthly Financial Report

ISSUE

Monthly financial report.

FINANCIAL IMPACT

DISCUSSION

May 2014 has been closed and reconciled. Total revenue for the month of May is \$233,234. There were no scholarships issued in May.

Total expenditures for the month are \$72,283. The financial report attached provides additional information detailing the total revenue and expenditures. There is a charge of \$7,500 in repairs & maintenance to replace hardware and doors. Additionally, April Repairs & Maintenance line was reduced by \$8,348 to account for an invoice that was paid in 2014 but was for 2013 activity. The charges were removed from 2014 activity and posted to 2013.

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

RECOMENDATION

For information only.

ATTACHMENTS

- A. May Financial Statement
- B. June Support Services Report

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

Percent of year expired 41.60%

	BUDGET	Q1		Actual Results		YTD	% of BUDGET
		TOTAL	APR	MAY	TOTAL		
REVENUE							
TAX REVENUE	\$ 704,395	\$ 26,209	\$ 202,278	\$ 215,230	\$ 443,716		63.0%
PROGRAMS	191,800	41,863	16,530	13,735	72,128		37.6%
RENTALS	54,510	17,996	1,155	4,147	23,298		42.7%
SCHOLARSHIPS USED	(10,000)	(3,115)	(198)	-	(3,313)		33.1%
OTHER	-	(55)	(13)	(16)	(84)		0.0%
SALE OF MERCHANDISE	2,000	389	167	81	637		31.8%
SALE OF SWIM MERCHANDISE	-	558	228	58	844		0.0%
DONATIONS	1,000	78	-	-	78		7.8%
GRANT	30,000	-	4,976	-	4,976		16.6%
TOTAL REVENUE	973,705	83,924	225,123	233,234	542,281		55.7%
EXPENDITURES							
ADMINISTRATION/OVERHEAD							
11 SALARIES	45,000	9,375	3,750	3,750	16,875		37.5%
21 FICA	-	717	287	287	1,291		0.0%
24 INDUSTRIAL INSURANCE	-	25	(1)	7	31		0.0%
31 OFFICE & OPERATING SUPPLIES	5,000	1,989	-	-	1,989		39.8%
41 LEGAL FEES/PROFESSIONAL SERVICES	14,000	3,115	690	1,926	5,731		40.9%
42 COMMUNICATION	-	-	284	-	284		0.0%
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	14,581	7,756	6,788	29,125		36.8%
TOTAL ADMINISTRATION	165,150	40,199	12,766	6,788	65,723		39.8%
CAPITAL & DEBT SERVICE							
BRIDGE LOAN PAYMENT	121,458	30,364	10,121	10,121	50,607		41.7%
BOND PAYMENT	113,130	-	-	-	-		0.0%
CIP RESERVE	30,000	-	-	-	-		0.0%
TOTAL CAPITAL & DEBT SERVICE	314,588	30,364	10,121	10,121	50,607		16.1%
OPERATIONS							
11 SALARIES	148,848	35,797	12,074	11,923	59,794		40.2%
12 EXTRA LABOR	140,000	39,348	16,481	14,326	70,155		50.1%
13 OVERTIME	5,000	1,226	124	-	1,350		27.0%
SALARIES & WAGES	293,848	76,372	28,679	26,249	131,299		44.7%
21 FICA	22,005	5,808	2,183	1,997	9,987		45.4%
23 PERS	16,379	4,398	1,697	1,546	7,641		46.7%
24 INDUSTRIAL INSURANCE	18,050	4,576	1,635	1,425	7,636		42.3%
25 LIFE, OPTICAL	1,391	326	101	108	535		38.5%
25 MEDICAL, DENTAL, LIFE, OPTICAL	30,937	7,735	2,578	2,843	13,155		42.5%
PERSONNEL BENEFITS	88,762	22,843	8,193	7,919	38,955		43.9%
31 OFFICE & OPERATING SUPPLIES	10,000	2,428	644	2,128	5,200		52.0%
31 CHEMICALS	7,375	2,271	680	943	3,894		52.8%
34 RESALE PURCHASES	1,500	213	93	265	571		38.1%
SUPPLIES	18,875	4,912	1,418	3,336	9,665		51.2%
42 COMMUNICATION	2,200	464	154	423	1,041		47.3%
44 ADVERTISING	10,000	1,194	-	492	1,686		16.9%
45 OPERATING RENTALS & LEASES	750	-	-	-	-		0.0%
47 PUBLIC UTILITY SERVICES	80,000	13,922	5,545	5,185	24,652		30.8%
48 REPAIRS & MAINTENANCE	20,800	2,352	326	9,984	12,663		60.9%
49 MISCELLANEOUS	5,200	1,648	222	1,291	3,161		60.8%
49 CREDIT CARD FEES	4,500	856	318	496	1,669		37.1%
OTHER SERVICES & CHARGES	123,450	20,436	6,565	17,871	44,872		36.3%
TOTAL OPERATIONS	524,935	124,562	44,855	55,374	224,792		42.8%
TOTAL EXPENDITURES	1,004,673	195,125	67,743	72,283	341,121		34.0%
CHANGE IN FUND BALANCE	(30,968)	(111,200)	157,380	160,950	201,160		-649.6%
BEGINNING FUND BALANCE	440,537	319,430	208,230	365,609	319,430		72.5%
ENDING FUND BALANCE	\$ 409,569	\$ 208,230	\$ 365,609	\$ 526,560	\$ 520,590		127.1%

Tukwila Metropolitan Park District
 Support Services Summary
 June 2014

Dept Description	DEPT	Values	Sum of SALARIES & BENEFITS
Mayors Office	03	11.00	622.09
Finance	05	24.00	1,455.21
Parks and Recreation	07	35.00	1,555.34
Parks	15	7.00	338.79
Grand Total		77.00	\$3,971.43

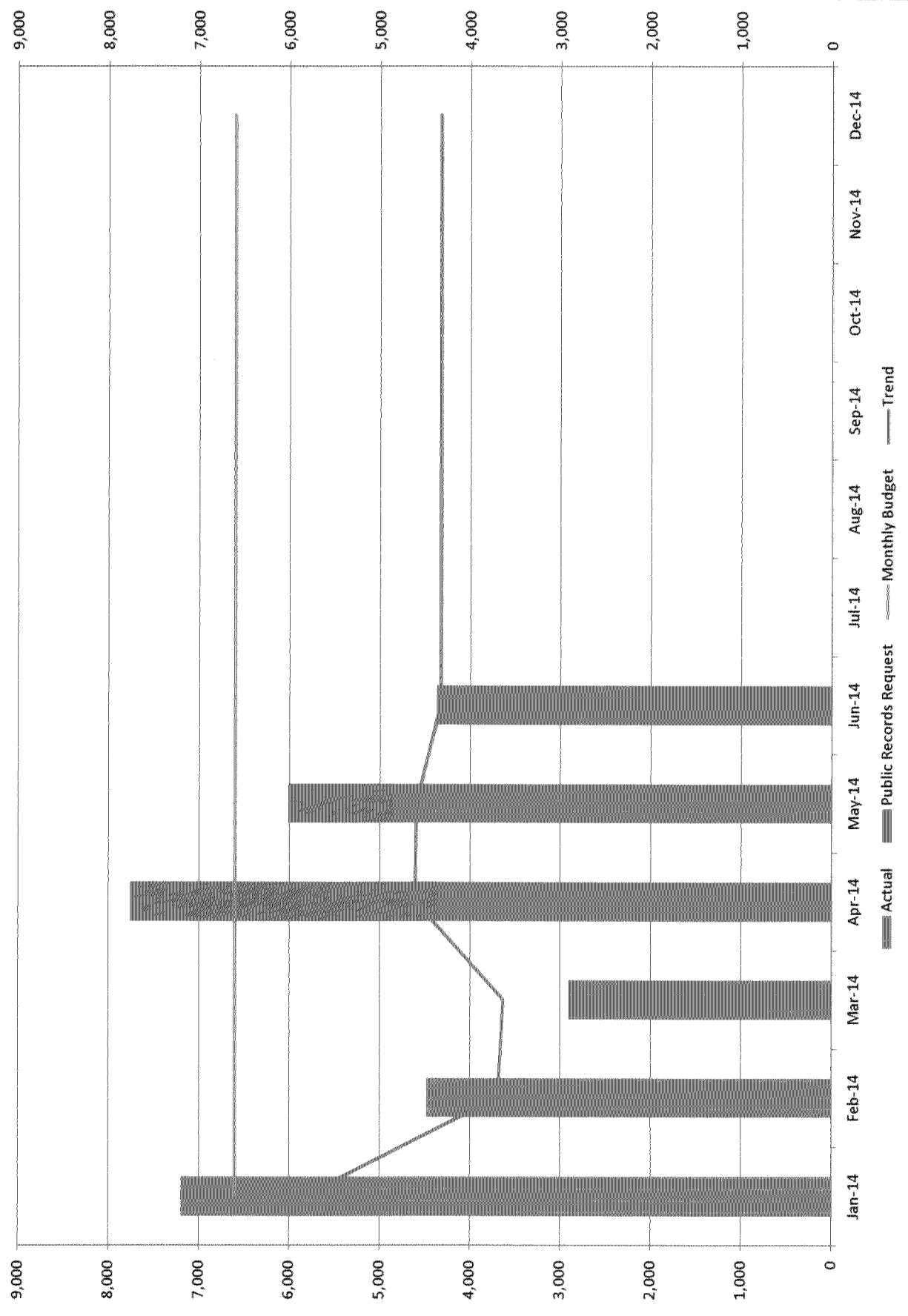
Overhead Expense	10%	\$397.14
Invoice Total		\$4,368.57

Sum of Hours	Full Name	Activity Description	Total
	ALMBERG-DIDEON, DANA		
2		Set up Council chambers for MPD meeting	2
0.5		Agenda printing & distribution	0.5
1.5		Review MPD financial reports, AJEs	1.5
2		Review MPD financial report	2
1		TPMPD Board Meeting	1
1		MPD Meeting Prep - Info for Rick	1
3		MPD Payroll Processing	3
4		MPD: Prepared final minutes from the April 23rd meeting for signing; created draft minute template and emailed to Lady of Letters in preparation for the June 25th MPD Board Meeting; set-up the Council Chambers for the MPD Board meeting.	4
2		put safety chains above filter tank and straps around chemical tanks	2
2		Check Pool filters and W/C pressures	2
1.5		met McKinstry at old firehouse and loaded up Styrofoam on their truck	1.5
1		work at pool	1
5.5		Made and installed safety tie downs and anchors for chemical barrels	5.5
2		Replaced handicap showerhead in mens locker room; lubed exterior doors, lubed diving board and lubed pool cover roller bearings	2
1.5		made new T rope for separating deep end of pool from shallower end.	1.5
2		Digitize records	2
1		MPD: PR: Neuffer 6/12/14: Receipt of new request for WRPA Powerpoint presentation; transmit request to staff; phone communication with Parks staff; receipt of electronic records; compose fulfillment correspondence to requester; transmit responsive records; distribute correspondence to affected staff	1
3.5		MPD: Collaboration with ED regarding upcoming meetings and legal notifications	3.5
0.75		MPD: Response to emails from Executive Director; collaboration on upcoming agenda	0.75
0.5			0.5
0.5			0.5

Tukwila Metropolitan Park District
 Support Services Summary
 June 2014

O'FLAHERTY, CHRISTY	MPD: Communication with Executive Director regarding MPD agenda items; research status of minutes to Commissioners; provide input to ED	1	
STILL, RICK	MPD: Communication to ED with guidance on finalizing resolution on upcoming agenda; additional communication regarding year-end MPD business by way of budget and tax levy public hearings and legislation; provided copies of 5 documents from prior years as examples	0.75	
ZELLERHOFF, CRAIG	MPD Board Meeting	2.5	
JABER, SUSAN	MPD Accounting	14	
JAEGER, BRIAN	MPD ACCOUNTS PAYABLE PROCESSING	3	
TAKECHI, RICHARD	pool line trim;blow	1	
	pool_mow	1	
	pool_mow litter p/u n blow	1	
HALE, PAULA	Prepare excise tax return	0.5	
	Processing MPD receipts.	0.5	
HANSEN, PENNY	pool deposit	16	
	Processing MPD Receipts	16	
Grand Total		2	7

2014 MPD Support Services Cost



INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board President

FROM: David Puki, Tukwila Pool Advisory Committee Chair

DATE: July 16, 2014

SUBJECT: TPAC Committee Chair's Report and Recommendation

ISSUE

Summary of the July meeting held at TCC

FINANCIAL IMPACT

N/A

BACKGROUND

Meeting date July 12, 2014

DISCUSSION

- 1) The committee worked to bring together a final work plan for the BBQ picnic fundraiser to coincide with the TAT and Dollar Swim events to be held on July 26th. All of the logistic and technical details have been worked out. We have even received food service provisional approval pending an inspection on the day of the event. Vanessa has posted a banner on the Stadium fence adjacent to the Pool. All that's left is to get everything gathered up for event day. We hope to see you there for some fun and food.
- 2) TPAC had initial discussion of the announcement made pool operations were going to change at year's end. Verna and Jennafer informed us on details of the announcement as much as they could at this point. TPAC expressed willingness to assist in any way directed by the Board.
- 3) Our ED gave a brief report on the business items discussed at the ED committee meeting. Jennafer also announced that there would be a special meeting to be held Saturday the 19th. The main topic for discussion will be change of operators and what that model should look like.

TPAC RECOMMENDATIONS

None for the month of July

Tukwila Pool Advisory Committee

June 7, 2014

“Final” Minutes

Tukwila Community Center

Call to Order: 8:10 am

ATTENDANCE:

TPAC Members: Vanessa Zaputil, Dave Puki, Kim McCoy, Kay Mulliner

Executive Director: Jennafer Cargill Price

MPD Commissioner: Verna Seal

Guests: Diane Myers

APPROVAL OF MAY 3 2014 MINUTES: Vanessa made motion to accept minutes as presented, Kay seconded. Unanimous vote.

Business Item 1: Formalize Plan for BBQ fundraiser swim event July 26th

Dave handed out a a breakdown of various items that will need to be addressed. Dave was still waiting to hear back from Rick Still after meeting with Rick and Stephanie. Rick was to check into if food permit was required, fire department, table and chairs. Dave did indicate that at the meeting Rick did indicate that volunteers will need to assure the attending community members avoid the parking lot for one hour immediately following Touch A Truck while vehicles are being removed from the parking lot. This is for safety reasons. Jennafer also indicated that the school district was planning to lay down Astroturf and was unsure if this would hinder parking or availability. Rick also mentioned that if any items need to be returned to the pool, that tear down of these items take place 30 minutes after the free swim in order for staffing to finish up their day. Parks offered to provide the lawn games. Dave to follow up with Rick regarding questionable items still awaiting answers, Kim to coordinate with Tracy Galloway in regards to event advertising and contact Tukwila Reporter. Verna will ask Jacque “Help Wanted Poster” and “Event Poster” Jennafer to research money handling procedures for donations and coordinate with staff regarding pool staff coverage on the day of the event. Vanessa will approach area food stores about sponsorship and food contributions. Dave indicated that as a backup plan he will purchase all the items needed.

Vanessa indicated that anybody who will be handling food will need to have a Food Handlers Permit. Dave indicated that he plans to go online to get a permit, anybody else who will be volunteering to help with the food will also be required to get a Food Handlers Permit.

Foods to be served, keep it to a minimum and simple to alleviate any additional prep time. Hamburgers, Hot Dogs, condiments, chips, cookies, water, pop, Otter Pops.

Vanessa asked about the time of the event, the food service will be from 1:30 – 5:30, the water safety table to be set up earlier in the day to be out during the Touch a Truck event which starts at 10:00. Dave indicated that maybe TPAC could ask for assistance from STP to help man the water safety table earlier in the day to help offset volunteers who are unable to be at the event all day.

Jennafer asked what is expected from the Commissioners at the event. Verna indicated that she will talk to all the members.

Items still needed to complete are:

- Detailed proposal with budget for Commissioners June 25 meeting, final to be given to Jennafer by June 18.

- Develop volunteer expectation and appoint a coordination/point person

- Produce/distribute posters

- Pre event timeline, day of event timeline, post event report

Business Item 2: Follow up discussion on posting agendas at the pool.

Dave and Jennafer did discuss with Rick when they met regarding posting of the TPAC meetings. Rick is good with that. Permanent location still to be determined. Dave will drop the TPAC July meeting agenda to the pool.

Business item 3: Executive Director Update.

Jennafer indicated that the June 12th Executive meeting will need to be rescheduled. Jennafer is still waiting to hear back from the Commissioners on a date that will work and as soon as a date is reached she will let everybody know.

Retreat follow up. Highlight of the meeting was Steve Burke and him sharing his knowledge from the William Shore Pool. The biggest take away was decide “What we are”. , ED being the buffer, Boards role Policy and Enforcement.. Verna indicated that the board has set a timeline in regards to Governance, Role Clarity, and Service Model. Vanessa wanted to make it noted that Steve Burke gave up his own time

for the retreat, with travel and overnight expenses which is absolutely remarkable and great collaboration.

Business Item #4: Approve July meeting change of date from the 5th to the 12th.

Vanessa indicated that the original contract with the Community Center that the original rental contract showed the 5th of July. Kay made motion to move the July 5th TPAC meeting to July 12th, Kim seconded. Unanimous vote.

Vanessa made motion to adjourn, Kim seconded.

SNURE LAW OFFICE, PSC

A Professional Services Corporation

ITEM NO

5.A.

Clark B. Snure
1930-2014

Brian K. Snure
brian@snurelaw.com

Of counsel
Thomas G. Burke
Joseph F. Quinn

June 17, 2014

MEMORANDUM

To: TPMPD Board of Commissioners

From: Brian Snure

Re: Tukwila ILA

.....

This memorandum summarizes the changes on the attached draft ILA with the City of Tukwila. The Draft shows changes from the City attorney and our proposed response to those changes.

Paragraph 2.4 and 2.5

The City is unwilling to agree on a cost cap for support services (our original proposal). The City proposed language where the City would notify the TPMPD when the support services cost exceeded \$60,000.

As the goal is for the Board to control costs, we believe a more efficient approach, as reflected in our proposed language, is to establish that both parties will agree to work cooperatively to find and implement cost saving measures when the estimated monthly cost is exceeded. I note that the Board will continue to receive monthly financial reports (pursuant to Paragraph 4.2) so the Board and the Executive Director should have an ongoing understanding of whether the TPMPD is on budget.

Paragraph 4.1

The City requested clarification of the purpose of our proposal to require a "Work Plan." It appears that our original proposal created some confusion over the difference between the reports the TPMPD is currently receiving (Monthly Financial and Monthly Operations) and the purpose of the "Work Plan." In order to clarify our position we recommend the following changes:

Using the term “Annual Operations Work Plan” to clearly identify the new “work plan” requirement that we are asking the City to agree to.

Adding subsection (d) and (e) to clarify what we want in the Annual Operations Work Plan in response to the items deleted by the City Attorney.

Clarifying that we are requesting only quarterly status reports on the Annual Operations Work Plan.

New Paragraph 4.2

Relocated t Monthly Financial Reporting requirement (the reports the TPMPD Board currently receives) into a paragraph separate from the Annual Operations Work Plan.

New Paragraph 4.3

Added a Monthly Operations Report requirement (the operator’s report the TPMPD Board currently receives). This requirement is also referenced in a paragraph separate from the Annual Operations Work Plan.

Paragraph 6

The City requested that we include language allowing the City to have input into policies that affect pool operations. We believe it is appropriate to allow City input, but unlike policies that affect city wages and working conditions, we do not believe the City, as the contract service provider, should have the ability to veto these policies. Our proposed change allows input but does not allow the City to veto policies that affect pool operations.

Paragraph 7.

The City opposes mandatory arbitration provisions. I have discussed this issue with Rachel Turpin and, given the unique nature of the parties under this contract, I have no objection to removing mandatory arbitration. My reasons for including mandatory arbitration were based on my belief that, in general, governmental entities are better served by resolving disputes in the more private setting of arbitration rather than the public setting of the courts. However, under the City’s proposed language, if dispute resolution became necessary the parties could still agree to pursue arbitration if the parties agreed that arbitration was appropriate.

**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

I. 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.

(a). 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.

(b). 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.

(c). Termination Without Cause. Either party may terminate this agreement at any time with one hundred twenty (120) 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; however, nothing in this agreement limits Tukwila's ability to invoice more than \$6,600 per month.
- 2.5. Cost Controls. ~~If support services costs exceed \$6,600 per month the parties shall work together to find options for reducing the costs.~~ TPMPD and the City 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 follow the City's personnel policies and procedures related to employee safety, pool behavior and workplace harassment.

Brian Squire 6/5/14 6:17 AM
Deleted: Tukwila is authorized to invoice on a cost for service basis up to the annual maximum amount of \$80,000. Once costs

Rachel 6/5/14 6:16 PM
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Brian Squire 6/5/14 6:18 AM
Deleted: for support services exceeding that annual maximum shall require specific advance written approval from the Board. have reached \$60,000, Tukwila shall notify the TPMPD as soon as it determines that the annual maximum amount may be exceeded and

Rachel 6/5/14 6:18 PM
Deleted: provide TPMPD with various

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 Work Plan. Tukwila, working in conjunction with the Executive Director, shall provide the TPMPD with an Annual Operations Work Plan for the coming year on or before November 15th of each year.

(a). Annual Operations Work Plan Approval. The Annual Operations 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 Annual Operations 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 Annual Operations 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 Annual Operations Work Plan, the parties shall resolve such dispute pursuant to the Dispute Resolution provisions in Paragraph 7.

(b). Annual Operations Work Plan Content. The Annual Operations Work Plan shall include, at a minimum, the following elements:

(i). Proposed pool hours, programs, partnerships, and user fees.

Brian Snure 6/6/14 6:21 AM
Deleted: (also known as the "Work Plan")

Brian Snure 6/6/14 6:29 AM
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Brian Snure 6/6/14 6:22 AM
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Brian Snure 6/6/14 6:22 AM
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(ii). Proposed routine maintenance plan and identification of non-routine maintenance for the year.

(iii). Proposed annual operating budget including all operational expenses and expected revenue (not to include capital expenses or TPMPD administrative costs).

(iv). Proposed program level success criteria and proposed measurements of success.

(v). Proposed plan for staff development and proposed measurement of success.

(c). Annual Operations Work Plan Quarterly Reporting. Tukwila shall provide the TPMPD with quarterly reports including, but not limited to, progress toward goals outlined in the Annual Operations Work Plan. These reports are due to the Executive Director one week (seven days) prior to the monthly TPMPD Board of Commissioner's meetings.

4.2. Monthly Financial Reporting. Tukwila shall provide monthly financial reports to the TPMPD. The monthly reports shall provide all income and expenses, including staffing and support services, separating operational expenses from capital expenses and TPMPD administrative costs. The reporting shall be submitted to the TPMPD Board in time to be included in the distribution for the monthly public meeting.

4.3. Monthly Operations Reporting. Tukwila shall provide a monthly operations report to the TPMPD. The monthly operations report shall be consistent with Tukwila's current monthly operations report format and content.

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

5. Tukwila Policies and Procedures. The TPMPD agrees to adopt and follow all Tukwila policies and procedures relating to the operation of the pool existing on the date of this Agreement. Tukwila reserves the right to modify, remove or add policies and procedures relating to the operation of the pool, provided however, if such policies and procedures affect the TPMPD's costs under this Agreement, such modified, removed or additional policies shall be subject to the prior approval of the TPMPD, such approval by the TPMPD not being unreasonably withheld.

6. TPMPD Policies and Procedures. The TPMPD reserves the right to adopt TPMPD policies and procedures that govern pool policy and operations. If such policies affect pool operations, TPMPD will obtain Tukwila's input prior to adopting the policies. If such policies or procedures affect the wages or working conditions of Tukwila employees, such policies and procedures shall be subject to prior approval by Tukwila, such approval not

Brian Snore 6/6/14 6:28 AM
Deleted: ~~Other Reporting.~~ Tukwila shall provide the TPMPD with Monthly quarterly 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. -

Brian Snore 6/9/14 3:22 PM
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Brian Snore 6/6/14 6:49 AM
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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.

7. **Dispute Resolution.**

- 7.1. Negotiation. In the event a dispute arises under this Agreement the parties agree to engage in a process of negotiation to resolve such dispute.
- 7.2. 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.

8. **General Provisions.**

- 8.1. No Separate Entity Created. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Interlocal Cooperation Act.
- 8.2. Administration. Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the chief officers of the respective Parties.
- 8.3. Property Ownership. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by using TPMPD funds shall remain the property of the TPMPD and all property presently owned or hereafter acquired using City funds in performing services under this Agreement shall remain the property of the City in the event of the termination of this agreement.
- 8.4. Benefits. ~~This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.~~
- 8.5. 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.
- 8.6. 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.
- 8.7. 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.

Rachel 5/5/14 6:30 PM

Deleted: ~~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.

11

8.8. Severability. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby.

8.9. 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.

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

8.11. 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:

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

For TPMPD:

President
TPMPD
6200 Southcenter Blvd.
Tukwila, WA 98188

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

CITY OF TUKWILA

TUKWILA POOL METROPOLITAN
PARK DISTRICT

By: _____
Jim Haggerton, Mayor

By: _____
Title: De' Sean Quinn, Board President

Dated: _____

Dated: _____

Attest:

Attest:

Christy O'Flaherty, City Clerk

Title: Kate Kruller, Clerk of the Board

Approved as to Form:

Approved as to Form:

Shelley M. Kerslake, City Attorney

Brian Snure, Attorney for TPMPD

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

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

I. RECITALS

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

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

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

II. AGREEMENT

1. Term of Agreement, 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.

(a). 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.

(b). 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.

(c). Termination Without Cause. Either party may terminate this agreement at any time with one hundred twenty (120) 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.
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- 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 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 Work Plan. Tukwila, working in conjunction with the Executive Director, shall provide the TPMPD with an Annual Operations Work Plan for the coming year on or before November 15th of each year.

(a). Annual Operations Work Plan Approval. The Annual Operations 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 Annual Operations 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 Annual Operations 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 Annual Operations Work Plan, the parties shall resolve such dispute pursuant to the Dispute Resolution provisions in Paragraph 7.

(b). Annual Operations Work Plan Content. The Annual Operations Work Plan shall include, at a minimum, the following elements:

(i). Proposed pool hours, programs, partnerships, and user fees.

(ii). Proposed routine maintenance plan and identification of non-routine maintenance for the year.

- (iii). Proposed annual operating budget including all operational expenses and expected revenue (not to include capital expenses or TPMPD administrative costs).
 - (iv). Proposed program level success criteria and proposed measurements of success.
 - (v). Proposed plan for staff development and proposed measurement of success.
- (c). Annual Operations Work Plan Quarterly Reporting. Tukwila shall provide the TPMPD with quarterly reports including, but not limited to, progress toward goals outlined in the Annual Operations Work Plan. These reports are due to the Executive Director one week (seven days) prior to the monthly TPMPD Board of Commissioner's meetings.
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- 4.3. Monthly Operations Reporting. Tukwila shall provide a monthly operations report to the TPMPD. The monthly operations report shall be consistent with Tukwila's current monthly operations report format and content.
- 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 Annual Operations Work Plan benchmarks, budget, timelines of current and future projects and other deliverables as presented to the Executive Director and outlined in the Annual Operations Work Plan.
5. Tukwila Policies and Procedures. The TPMPD agrees to adopt and follow all Tukwila policies and procedures relating to the operation of the pool existing on the date of this Agreement. Tukwila reserves the right to modify, remove or add policies and procedures relating to the operation of the pool, provided however, if such policies and procedures affect the TPMPD's costs under this Agreement, such modified, removed or additional policies shall be subject to the prior approval of the TPMPD, such approval by the TPMPD not being unreasonably withheld.
6. TPMPD Policies and Procedures. The TPMPD reserves the right to adopt TPMPD policies and procedures that govern pool policy and operations. If such policies affect pool operations, TPMPD will obtain Tukwila's input prior to adopting the policies. If such policies or procedures affect the wages or working conditions of Tukwila employees, 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.

7. **Dispute Resolution.**

- 7.1. Negotiation. In the event a dispute arises under this Agreement the parties agree to engage in a process of negotiation to resolve such dispute.
- 7.2. 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.

8. General Provisions.

- 8.1. No Separate Entity Created. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Interlocal Cooperation Act.
- 8.2. Administration. Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the chief officers of the respective Parties.
- 8.3. Property Ownership. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by using TPMPD funds shall remain the property of the TPMPD and all property presently owned or hereafter acquired using City funds in performing services under this Agreement shall remain the property of the City in the event of the termination of this agreement.
- 8.4. Benefits. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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.
- 8.8. Severability. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby.

- 8.9. 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.
- 8.10. Counterparts. This Agreement shall be effective whether signed by all Parties on the same document or signed in counterparts.
- 8.11. 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:

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

For TPMPD:

President
TPMPD
6200 Southcenter Blvd.
Tukwila, WA 98188

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

CITY OF TUKWILA

TUKWILA POOL METROPOLITAN
PARK DISTRICT

By: _____
Jim Haggerton, Mayor

By: _____
Title: De'Sean Quinn, Board President

Dated: _____

Dated: _____

Attest:

Attest:

Christy O'Flaherty, City Clerk

Title: Kate Kruller, Clerk of the Board

Approved as to Form:

Approved as to Form:

Shelley M. Kerslake, City Attorney

Brian Snure, Attorney for TPMPD

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

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

FROM: De'Sean Quinn, Board President

DATE: July 21, 2014

SUBJECT: **Request for budget adjustment**

ISSUE

2014 expenses in preparation for self-operating the pool beginning January 1, 2015.

FINANCIAL IMPACT

Preliminary estimates indicates cost could be approximately \$30,000 in excess of what was budgeted for the 2014 year.

BACKGROUND

The Tukwila Pool Metropolitan Park District was notified in June that the City of Tukwila intends to discontinue as the operator of the Tukwila Pool effective January 1, 2015. At a special meeting on July 19th, the TPMPD Board of Commissioners voted unanimously to self-perform the major operations of the pool. Starting January 1, the TPMPD will directly employ all pool staff and manage all day-to-day activities without the assistance of a contracted operator.

In order to facilitate a smooth transition over the next five months, the Board has asked the Executive Director to immediately begin the process of implementing the following tasks:

- Hire an Aquatics Manager
- Engage an Accountant to manage the district's finances
- Install a new POS system
- Replace all City-owned equipment (office furniture, computers, copier, etc)

Each of these tasks have direct and indirect costs that were not included in the 2014 budget as adopted. A detailed estimate of the additional costs is provided.

DISCUSSION

Does the Board of Commissioners wish to provide funding to carry out the tasks listed above to transition the Pool from a contract operator model to a self-performing model?

RECOMMENDATION

It is recommended that the Board of Commissioners consider a motion to authorize the expenditures necessary to prepare the TPMPD to directly operate the Tukwila Pool.

ATTACHMENTS

-MPD Additional Budget Estimate

Self-operating estimated transition expenses 2014

	July	Aug	Sept	Oct	Nov	Dec	Total
Executive Director (increasing from .50 FTE to .75 FTE starting August 1		\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 6,250.00
Aquatics Manager (.50 FTE through December)			\$ 1,250.00		\$ 2,500.00	\$ 2,500.00	\$ 6,250.00
Accountant (setting up financial systems)					\$ 1,200.00	\$ 2,000.00	\$ 3,200.00
POS system (annual fee)						\$ 5,000.00	\$ 5,000.00
Office furniture						\$ 3,000.00	\$ 3,000.00
Computers (3 units)						\$ 2,500.00	\$ 2,500.00
Office Software (3 seats)						\$ 1,500.00	\$ 1,500.00
Copier						\$ 1,000.00	\$ 1,000.00
Phone system (4@ \$150 each telephones, 3@ \$50 per line monthly charge)						\$ 750.00	\$ 750.00
NRPA membership					\$ 600.00		\$ 600.00
Total							\$ 30,050.00

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

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

FROM: De'Sean Quinn, Board President

DATE: July 22, 2014

SUBJECT: **Establishment of Ad Hoc committees**

ISSUE

Do the Board of Commissioners wish to form Ad Hoc committees to provide review and recommendations for the transition to directly managing the operations of the pool?

FINANCIAL IMPACT

None

BACKGROUND

The Tukwila Pool Metropolitan Park District was notified in June that the City of Tukwila intends to discontinue as the operator of the Tukwila Pool effective January 1, 2015. At a special meeting on July 19th, the TPMPD Board of Commissioners voted unanimously to self-perform the major operations of the pool. Further, the Board came to an agreement that certain tasks must be accomplished in the next five months and that it would be reasonable to establish Ad Hoc committees to assist in accomplishing those tasks.

DISCUSSION

The Board might establish Ad Hoc committees solely for the purpose of reviewing and making recommendations to the full Board of Commissioners on issues and questions that relate to their specific area of responsibility.

Areas of responsibility may include:

1. Budget – to develop and propose a 2015 TPMPD budget
2. Hiring – to take preliminary steps necessary for the TPMPD to hire an Aquatics Manager and engage an Accountant
3. Logistics – to develop and recommend basic policies for the TPMPD to adopt
4. Legal – to review legal issues as they arise

Committees might take any form. The Board might consider one or more of the following options:

Option 1: A committee may consist of five members appointed by the TPMPD Board of Commissioners. Two Commissioners, the Executive Director, one member of the Tukwila Pool Advisory Committee (TPAC) and one resident-at-large. One Commissioner per committee may appoint a second resident-at-large to take their seat if they are unable fulfill the requirements of the appointment.

Option 2: A committee may consist of 3 members appointed by the TPMPD Board of Commissioners. One Commissioner, the Executive Director and one member of TPAC.

Option 3: A committee may consist of 5 members appointed by the TPMPD Board of Commissioners. One Commissioner, the Executive Director, one member of TPAC and two residents-at-large.

Residents-at-large should be able to demonstrate an on-going interest in the Tukwila Pool and/or an expertise in the specific area of responsibility of the committee prior to appointment.

If a Legal Committee is established, one position on the committee should be reserved for the TPMPD's attorney.

RECOMMENDATION:

It is recommended that the Board of Commissioners consider a motion to approve the formation of an Ad Hoc Budget Committee, an Ad Hoc Hiring Committee, an Ad Hoc Logistics Committee and an Ad Hoc Legal Committee.

ATTACHMENTS

-None

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board of Commissioners

FROM: De'Sean Quinn, Board President

DATE: July 22, 2014

SUBJECT: **Notifications of TPMPD's decision to self-operate**

ISSUE

Letters and a press release were distributed to interested parties regarding the TPMPD's decision to self-operate

FINANCIAL IMPACT

None

BACKGROUND

The Tukwila Pool Metropolitan Park District was notified in June that the City of Tukwila intends to discontinue as the operator of the Tukwila Pool effective January 1, 2015. At a special meeting on July 19th, the TPMPD Board of Commissioners voted unanimously to self-perform the major operations of the pool. Further, the Board came to an agreement that letters should be sent to interested parties and a press release issued to communicate the decision appropriately.

DISCUSSION

For information purposes only

RECOMMENDATION:

None

ATTACHMENTS

- Letter to City of Tukwila staff
- Letter to Tukwila School District
- Letter to Tukwila Pool Advisory Committee
- Press Release re: Future Operations of the Tukwila Pool



To: City of Tukwila, Department of Parks and Recreation

Attn: Rick Still, Director

From: Tukwila Pool Metropolitan Park District, Board of Commissioners

Re: Future operations of the Tukwila Pool

Mr. Still,

As you know, the Tukwila Pool Metropolitan Park District was notified in June that the City of Tukwila intends to discontinue as the operator of the Tukwila Pool effective January 1, 2015.

At a special meeting on July 19th, the TPMPD Board of Commissioners voted unanimously to self-perform the major operations of the pool. This means that starting January 1, the TPMPD will directly employ all pool staff and manage all day-to-day activities without the assistance of a contracted operator.

In order to facilitate a smooth transition over the next five months, the Board has asked the Executive Director to immediately begin the process of implementing the following tasks:

- Hire an Aquatics Manager
- Engage an Accountant to manage the district's finances
- Install a new POS system
- Replace all City-owned equipment
- Hire additional staff (Lifeguards, Swim Instructors, Assistant Aquatics Manager)
- Develop basic TPMPD policies and procedures for Board approval
- Establish new service and rental agreements

We appreciate that the City of Tukwila Parks and Recreation staff have been incredibly dedicated in their service to the pool patrons. We hope you'll allow us to encourage them to apply for the TPMPD staff positions if they wish to continue providing our pool community with their outstanding skills.

Since 2003, the City has stewarded this pool through a financial crisis, the establishment of the Metropolitan Park District and a major renovation. You can all take pride in the fact that you have admirably fulfilled the maxim of "Always leave a place better than you found it." The TPMPD's goal and challenge will be to maintain the current high standards of programming and service that you have established. We sincerely value your efforts toward making this handoff seamless, and will look to you for support and guidance as we attempt to fill some very big shoes.

With thanks,

De'Sean Quinn
President, Board of Commissioners
Tukwila Pool Metropolitan Park District

Approved for distribution



To: Tukwila School District

Attention: Nancy Coogan, Superintendent

From: Tukwila Pool Metropolitan Park District, Board of Commissioners

Re: Future operations of the Tukwila Pool

Ms. Coogan,

The Tukwila Pool Metropolitan Park District was notified in June that the City of Tukwila intends to discontinue as the operator of the Tukwila Pool effective January 1, 2015.

At a special meeting on July 19th, the TPMPD Board of Commissioners voted unanimously to self-perform the major operations of the pool. This means that starting January 1, the TPMPD will directly employ all pool staff and manage all day-to-day activities without the assistance of a contracted operator.

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- Establish new service and rental agreements

The school district is a central partner to our efforts around the viability of the community pool. This is why our Executive Director will be communicating with you soon asking for your participation in a few transition components/committees. The TPMPD's partnership with the Tukwila School District is crucial to our vision of how we serve the community and we hope that we can count on your support as we embark on this exciting new phase.

With thanks,

De'Sean Quinn
President, Board of Commissioners
Tukwila Pool Metropolitan Park District



To: Tukwila Pool Advisory Committee

Attention: David Puki, Chair

From: Tukwila Pool Metropolitan Park District, Board of Commissioners

Re: Future operations of the Tukwila Pool

Mr. Puki,

As you know, the Tukwila Pool Metropolitan Park District was notified in June that the City of Tukwila intends to discontinue as the operator of the Tukwila Pool effective January 1, 2015.

At a special meeting on July 19th, the TPMPD Board of Commissioners voted unanimously to self-perform the major operations of the pool. This means that starting January 1, the TPMPD will directly employ all pool staff and manage all day-to-day activities without the assistance of a contracted operator.

In order to facilitate a smooth transition over the next five months, the Board has asked the Executive Director to immediately begin the process of implementing the following tasks:

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- Replace all City-owned equipment
- Hire additional staff (Lifeguards, Swim Instructors, Assistant Aquatics Manager)
- Develop basic TPMPD policies and procedures for Board approval
- Establish new service and rental agreements

We appreciate that the City of Tukwila Parks and Recreation staff have been incredibly dedicated in their service to the pool patrons. We will encourage them to apply for TPMPD staff positions in the hope that they will wish to continue providing our community with their outstanding skills.

Our Executive Director will be communicating with you all, asking you to be part of the transition as we seek to accomplish the tasks listed above. We also anticipate that there will be a need for your expertise in our Ad Hoc committees once they are established. TPAC members have already shown their great dedication toward the pool and we hope that we can count on your group's tremendous energies as we embark on this exciting new phase.

With thanks,

De'Sean Quinn
President, Board of Commissioners
Tukwila Pool Metropolitan Park District



PRESS RELEASE

From: Tukwila Pool Metropolitan Park District

Re: Future operations of the Tukwila Pool

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We appreciate that the City of Tukwila Parks and Recreation staff have been incredibly dedicated in their service to the pool patrons. We have encouraged them to apply for the TPMPD staff positions in the hope that they will wish to continue providing our community with their outstanding skills.

Community members who would like to assist in the transition are invited to contact Jennafer Price Cargill, Executive Director of the Tukwila Pool Metropolitan Park District. She can be reached by email at JPCargill@TukwilaPool.org or by phone at 206-678-4937.