

# Meeting of the Board of Commissioners TUKWILA METROPOLITAN PARK DISTRICT

**Verna Seal**, *President of the Board*  
**De'Sean Quinn**, *Clerk of the Board*

*Board Members:* ▶ **Joe Duffie** ▶ **Dennis Robertson**  
▶ **Allan Ekberg**  
▶ **Kathy Hougardy** ▶ **Kate Kruller**

**Tuesday, December 10, 2013, 7:00 PM\***  
**Tukwila City Hall Council Chambers**

**Resolution #17**

## SPECIAL MEETING

*\*Please note earlier start time for this Special Meeting.*

### 1. CALL TO ORDER

### 2. CITIZEN COMMENTS

<b>3. BUSINESS ITEMS</b>	a. Authorize the Board President and Clerk of the Board to sign an Interlocal Agreement with the City of Tukwila for support services.	<b>Pg.1</b>
	b. Tukwila Pool Advisory Committee (TPAC) appointments: (1) Confirm the reappointment of Jeri Frangello-Anderson to Position #1 on the Tukwila Pool Advisory Committee, with a term expiring 12/31/2015. (2) Confirm the reappointment of Vanessa Zaputil to Position #2 on the Tukwila Pool Advisory Committee, with a term expiring 12/31/2015. (3) Discussion and direction to staff regarding a future revision to Resolution No. 8 to expand the committee to 9 members, including a student.	<b>Pg.31</b>
	c. Authorize the adoption of the suggestion box policy.	<b>Pg.37</b>
	d. Authorize a new meeting date and time to begin in January 2014 and direct staff to prepare a resolution for the December 16, 2013 meeting.	<b>Pg.45</b>
	e. Discussion regarding the contract for an Executive Director.	<b>Pg.47</b>

### 4. 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 Metropolitan Park District

## Vision, Goals, & Objectives 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 Metropolitan Park District

TO: **Tukwila Pool MPD Board**

FROM: **David Cline, City Administrator**

DATE: **December 4, 2013**

SUBJECT: **Interlocal Agreement for Pool Operations and Support Services**

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### **ISSUE**

The Interlocal Agreement for Support Services between the Tukwila Pool Metropolitan Park District (MPD) and the City of Tukwila (City) expires December 31, 2013.

### **FINANCIAL IMPACT**

The current agreement has a fixed cost of \$7,500 per month. The option being presented for a new agreement assumes costs will decrease to approximately \$6,600 per month, mainly due to stabilizing support services. This \$6,600 was originally based on the actual costs seen in May and June 2013. The new agreement (Attachment A) provides 1) Pool Operations and support services specific to pool operations; and 2) MPD Board support services specific to District operations. All of these services will be charged on an hourly basis, which will allow the City to recover all costs incurred for providing services and allow to the MPD Board more control over these expenses. The Pool Operations scope of work portion of the agreement (Exhibit 1) maintains the current staffing and programming model necessary to operate the pool; the MPD support services scope of work (Exhibit 2) provides MPD Board support services to operate the District.

### **BACKGROUND**

The MPD and the City have extended the current Interlocal Agreement three times:

September 14, 2011: MPD entered into an Interlocal Agreement with the City of Tukwila to provide support services.

November 21, 2011: MPD signed Addendum No. 1, extending the Interlocal Agreement through January 15, 2013.

January 7, 2013: MPD signed addendum No. 3 extending the agreement through July 15, 2013.

April 29, 2013: MPD signed addendum No. 4 extending the agreement through December 31, 2013.

The City of Tukwila is supportive of the Board's efforts to create a community pool and has appreciated being a full partner with the MPD Board as it implements its Vision - "To Provide a Sustainable and Efficient Pool that Exceeds the Community's Needs." There are many joint successes that we share, along with our community partners, in insuring that the pool remains financially sustainable and a community asset.

The City recognizes that the last two years have been a difficult time for some as the MPD, City, and community create a new model for managing and operating the pool. The City agrees with the Administrative and Program Assessment report completed by KJ Design (KJ Design Report), the report states: "One of our assessment findings should be stated up front. There is a great amount of support in the community given that the various groups want to see the pool excel and be successful." (pg. 6) The City is very supportive of this pool and wants to provide options for the MPD Board as it moves forward on how best to provide these services to the community.

### **DISCUSSION**

The Interlocal Agreement (Attachment A) reflects updates to the previous agreement originally agreed upon by each party in 2011. The services in this agreement provide more details and hold the City more accountable. It also allows the MPD Board and the community to understand the full range of services the City currently provides to the MPD. Attachment B provides an overview of the scope of services offered by breaking down Exhibits 1 and 2 of the agreement. On the expenses side, it moves to a direct cost for services rather than the fixed rate model utilized in the previous agreement. This change will allow the City and the MPD Board to better manage costs in the future.

The agreement presented is a two-year agreement; the agreement will provide stability to pool operations and allow time to implement recommendations from the KJ Design Report. Excerpts from this report are attached for the MPD Board's review in Attachment C. Excerpts are from the following sections, "Cost Review to Privatize Services for Current Support Services," and "Metropolitan Parks District Model of Governance Comparison," which evaluates operations of public, non-profit, and for-profit providers.

The two-year agreement is based on the recommendation from the KJ Design Report. The agreement allows for stability of current services and provides the MPD Board, the community, and City Staff, who provide these services, time to implement many of the recommendations contained within report.

As stated in the KJ Design Report, "Overall, the Tukwila Pool is very well operated and programmed, but has room to grow." (pg. 17) "Given the City's decade of experience operating the pool and the associated support services being provided, the task of privatizing all of the support services is unrealistic. The City provides a unified government approach with combined services. Multiple private firms providing support services may not understand the big picture including the requirements that City services are already aware of, like public disclosure and public records requests." (pg. 49) In reviewing alternative providers of services, the report states, "We do not know of a single commercial firm that we would highly recommend as a pool operator in this region." (pg. 56)

At the end of the report, the consultants recommend, "It is imperative that the City Parks and Recreation department have at least 2 years to implement our suggestions, specifically marketing and advertising the facility." (pg. 61)

At the MPD Board Meeting on November 18, the Board requested that the MPD Attorney Brian Snure review the agreement and provide his comments. Also, some MPD Board members offered to provide comments and changes to the agreement prior to final adoption. These

comments and changes are expected to be incorporated into the discussion at the Council of the Whole meeting on December 9.

#### **Review of Costs for Agreement**

Attachment D graphically shows the cost associated with the Support Services contract for 2012 and 2013. When the 2014 budget was established in June, it was believed that the support services effort and the associated costs would continue to trend down and balance the costs for the year at an average cost of \$7,500 per month.

An average cost for May and June 2013 was used to establish the 2014 recommended budget of \$6,600 per month. However, the decreased support trend was not sustained with the additional work effort needed to prepare for the Board meetings. The new contract is set up to provide a consistent level and support for pool operations with an additional scope for MPD support that can be provided as agreed upon between the City and the MPD. This arrangement will allow for better time management for the City and cost control for the MPD. It is the City's expectations that with the MPD Board hiring an Executive Director to fulfill many of these administrative functions, that the City's costs will significantly decrease. For example, the City is assuming that City staff will not be necessary to attend all of the MPD Board regular meetings.

#### **RECOMMENDATION**

City staff is seeking consideration and approval of the attached agreement.

#### **ATTACHMENTS**

- A. Interlocal Agreement
- B. Scope of Services Overview
- C. Excerpts from KJ Design Report
- D. Summary of Costs for 2012-2013



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

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

**I. RECITALS**

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

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

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

**II. AGREEMENT**

**1. Term of Agreement and Renewal.**

1.1 Term. This Agreement shall be valid from the Effective Date set forth in Section 4.1 of this Agreement until January 1, 2016.

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 will 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 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.
  - 2.6 Employees. All City employees who provide the TMPD the services called for In this Agreement shall be employees of the City, and not employees of the TMPD. 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 TMPD. The City shall, at all times, be solely responsible for the conduct of its employees in performing the services called for in this Agreement. The City shall be solely responsible for all compensation, benefits and insurance for its employees. The TPMPD agrees to adopt and enforce the City’s policies and procedures related to employee safety, pool behavior and workplace harassment.
  - 2.7 Records. All records relating to the provision of the services called for in this Agreement shall be considered records of the TMPD, and shall be retained in accordance with the records retention requirements of the TMPD; 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 that 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. General Provisions.

4.1 Effective Date. This Agreement shall be effective upon ratification by each Party's governing body and execution by TPMPD's Board President and the Mayor of Tukwila.

4.2 Amendment. This Agreement may be amended only upon the consent of both Parties. Any amendments shall be in writing and shall be ratified and executed by the Parties in the same manner in which this Agreement was originally adopted.

4.3 Waiver. The waiver by any party of any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same term, covenant, or condition of this Agreement.

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

4.5 Entire Agreement. This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

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

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

For Tukwila:

For TPMPD:

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

\_\_\_\_\_  
President  
TPMPD  
6200 Southcenter Blvd.  
Tukwila, WA 98188

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

CITY OF TUKWILA

TUKWILA POOL METROPOLITAN  
PARK DISTRICT

By: \_\_\_\_\_  
Jim Haggerton, Mayor

By: \_\_\_\_\_  
Title: Board President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Christy O'Flaherty, City Clerk

\_\_\_\_\_  
Title: Clerk of the Board

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Shelley M. Kerslake, City Attorney

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

Attachment:

Exhibit 1: Pool Operations Scope of Work

Exhibit 2: Support Service Scope of Work

## Tukwila Metropolitan Park District Pool Operations Scope of Work

The following details duties which are performed by City of Tukwila staff to ensure safe operations and programming at the Tukwila Pool.

### Parks and Recreation Department:

1. **Pool Program Operations.** These services are billed to the MPD salaries, benefits, and Extra Labor budget.
  1. Staff Scheduling: Scheduling staff is based upon anticipated pool users and scheduled programs, classes, and/or lessons.
  2. Pre-Service Training and Orientation: Provide pre-service training and orientation to new employees.
  3. In-Service Training: Provide scheduled in-service training and required drills to ensure staff respond efficiently in emergency situation.
  4. Procedures Manual: Maintain a comprehensive Procedures Manual.
  5. Outreach and Communication: Implement marketing plan and outreach initiatives.
  6. Pool Scheduling: Staff shall plan and schedule pool use to accommodate the MPD's mission, vision and goals.
  7. Customer Service: answer questions; facilitate registrations, facility rentals, and general inquiries.
  8. Pool Program and Event Implementation, examples include:
    - Lap Swim/Family Swim
    - Open Swim
    - Gender Specific Swim
    - Group Swimming Lessons
    - Private Lessons
    - Teen Late Night
    - Rental - Private Party
    - Rental - Aquatics Teams
    - Rentals for Specialized Aquatics Activities
    - American Red Cross Lifeguard Training
    - American Red Cross Water Safety Instructor Training
    - Vertical Exercise
    - Water Walking
    - Water Aerobics
    - April Pools Day
    - Floating Movie Nights
    - Other Programs and Events as determined
2. **Pool Facility and Maintenance Operations.** These services are billed to the MPD salaries, benefits, and Extra Labor budget.
  1. Obtain Health Department Permit for the pool facility and follow WAC 246-260 for Water Recreation Facilities (WRF).
  2. Maintain current pool operator certifications.

3. Maintain proper water quality using appropriate disinfection and water balancing practices.
4. Follow and comply with all regulations and guidelines for public swimming pools.
5. Respond to pool water contamination issues according to Health Department Regulations.
6. Perform safe chemical handling techniques.
7. Maintain a balanced level of disinfection in the pool and conduct regular pool water tests every three hours according to Health Department Regulations.
8. Perform routine chemical dosing calculations and add chemicals as necessary to adjust and maintain the Langelier Saturation/Calcium Saturation Index of the water to prolong equipment life.
9. Perform routine water tests and cross reference the automated chemical feed system and make changes as necessary.
10. Work closely with the Health Department as needed.
11. Maintain the filter system through routine backwashing and filter grid cover replacement.
12. Maintain pool cleanliness and appearance through routine pool vacuuming and brushing.
13. Maintain boiler systems and complete safety checks on boilers to ensure code requirements for pressure vessels is being followed in accordance with state regulations.
14. Ensure back-check valves are tested and inspected annually.
15. Ensure facility is Virginia Graeme Baker Pool and Spa Safety Act (VGBA) compliant.
16. Ensure facility meets requirements of the Revised Americans with Disability Act (ADA).
17. Ensure facility meets code requirements for water access and water safety.
18. Conduct routine inspections and maintenance of both mechanical and operational equipment: diving board, slides, lane lines, extension poles, basketball hoop, pool covers, guard chairs, handrails, pool stairs, chair lift, natatorium doors, rescue equipment, pace clocks, pumps, boilers, chemical feed system, motors, air handling units (AHU) belts and filters, valves, make-up water systems, water and sewer meters, lighting, electrical systems, domestic plumbing (toilets, showers, sinks, hose spigots, drinking fountains) pool water plumbing, boiler system plumbing, lockers, partitions, dispensers, janitorial equipment.
19. Ensure facility cleanliness and appearance through daily janitorial cleaning.
20. Maintain janitorial supplies inventory, equipment and provide training to staff on daily cleaning procedures.
21. Perform routine deep cleaning of various components and equipment of the facility.
22. Perform various maintenance repairs as needed.
23. Maintain current signage according to Health Department Regulations.
24. Maintain current Material Safety Data Sheets (MSDS) for all chemicals and post information following Health Department Guidelines.
25. Maintain accurate and detailed records of pool water chemistry, Langelier Saturation/Calcium Saturation Index, pump pressure and vacuum gauges, boiler system logs, chemical dosing, utility consumption, air and water temperatures, water quality, general facility safety.

26. Create and maintain a preventative maintenance plan and implementation schedule for all systems and equipment in the facility.
  27. Develop and continually update an Emergency Action Plan (including site plans, evacuation procedures and facility shut-down procedures) for facility equipment in conjunction with pool operations plans and procedures.
  28. Inform pool staff of any known unsafe conditions.
  29. Maintain a clean and presentable appearance to the public, respond respectfully and appropriately to pool patrons' concerns and issues and conduct trainings for pool staff.
  30. Manage multiple maintenance contracts (HVAC, Fire Alarm, Burglar Alarm, Backflows, Boilers) coordinate with contractors (repairs and emergencies), and purchase from supplies vendors (operating supplies, pool chemicals, janitorial products, maintenance supplies, equipment supplies, replacement parts).
  31. Ensure safe water for swimming by heating it, treating it, testing it, filtering it, and balancing it.
  32. Respond and troubleshoot any situation that comes up (i.e. colored water, cloudy water, boiler failure, temperatures cold in water, air or showers, pump failure, water chemistry issue, vomit and/or fecal incident, water leaks, fire alarm, burglar alarm, power outage, and any emergency situation (see Exhibit B – Pool Operator Response Scenarios below for examples) by providing 24hr callout service.
3. **Technical Support.** Services provided on an as needed basis. These services are billed as a support service based upon the hourly wages and benefits of City staff and their time incurred providing support services, plus 10% for overhead expenses.
1. Perform essential calculations for both liquid and solid forms of measurement.
  2. Respond to pool water contamination issues according to Health Department Regulations.
  3. Calculate dosing requirements for any and all chemicals to be used in the pool.
  4. Perform routine chemical dosing calculations and add chemicals as necessary to adjust and maintain the Langelier Saturation/Calcium Saturation Index of the water to prolong equipment life.
  5. Deal with water problems (poor circulation, cloudy water, colored water, algae, stains, scale, and foaming water).
  6. Operate, interact, manipulate and calibrate the computerized chemical feed system.
  7. Provide information on water circulation, flow rates, filter sizing, surge tanks, float valves, make-up water valves, entrapment issues, surface water removal vs. main drains, pump influence and effluence, filter vacuum, parts and maintenance of pumps and motors, cavitation, variable frequency drives, valves, piping, and health department codes when needed.
  8. Provide information on pool filtration systems; filter rates, different forms of filter media, calculating filter system sizing and requirements, and maintenance of filter systems when needed.
  9. Make adjustments to maintain air quality and energy loss in accordance with aquatic industry standards, and Health Department requirements
  10. Proficient with WebCNTRL software to be able to monitor, test, adjust, schedule, troubleshoot, and track, all facility systems and equipment.
  11. Monitor and maintain surveillance system for reception desk tills.

4. **Pool Grounds and Landscaping.** These services are billed as a support service based upon the hourly wages and benefits of City staff and their time incurred providing support services, plus 10% for overhead expenses.
  1. Mow turf areas weekly or as needed – Approximately March to October.
  2. Weed flower beds weekly – March to October.
  3. Fertilize 2 times per year – spring & fall.
  4. Spray broadleaf herbicide as needed to keep weeds away.
  5. Rake and dispose of leaves – seasonally.
  6. Empty waste receptacles weekly (or more) – year-round.
  7. Keep areas around gas meter and oil tank weed free.
  8. Blow off walkways and other hard surfaces after mowing and/or as needed.
  9. Spread de-icer when walkways are icy.
  10. Annual tree and shrub pruning.

## **Human Resources**

The City of Tukwila's Human Resources Department coordinates the recruitment process of all MPD employees, manages employee records and administers a benefits program. Below details duties involved within each task. These services are billed as a support service based upon the hourly wages and benefits of City staff and their time incurred providing support services, plus 10% for overhead expenses.

### **1. Employee Recruitment:**

1. Route Personnel Requisition Form for signatures
2. Create job posting from job classification
3. Advertise jobs
4. Review all applications for possible candidates to interview
5. Coordinate interview panel and schedule interviews, as needed.
6. Administer testing if needed
7. Deliver tentative offer of employment
8. Conduct reference check to include SSCI background check on all finalists
9. Make final offer of employment or rescind tentative offer
10. Prepare employment forms and create personnel file
11. Schedule orientation for employee to complete forms

### **2. Maintenance of Employee Records**

1. Data gathering.
2. File maintenance and retention.
3. Processing and recording Personnel Actions.
4. Key Card Access Processes.

### 3. **Benefit Administration**

1. Coordinate health, dental and vision benefits for full-time employees.
2. Implement employee wellness program.
3. Coordinate retirement benefits.
4. Facilitate employee training and education tracking.
5. Coordinate industrial insurance, manage worker's comp claims.

### 4. **Personnel Policies and Procedures**

1. Implement City personnel policy and procedures manual.
2. Research and analyze City policies.
3. Review policies.
4. Implement policy training as needed.

## **Information Technology**

The City of Tukwila provides hardware and software to the MPD, including computers, printers, telephones, and important software to ensure efficient operations of the Pool. Technological services and support is provided by the City's Information Technology (IT) Department. These services are billed as a support service based upon the hourly wages and benefits of City staff and their time incurred providing support services, plus 10% for overhead expenses. The following is performed on an as needed basis

1. **Telephone Support** The Mitel phone system is utilized throughout the City of Tukwila, including the Tukwila Pool. The Voice Over IP system (VOIP) (versus analogue system) provides interconnectivity throughout City Departments.
2. **Cell Phones:** The MPD has 2 cell phones serviced by Verizon; each cell phone utilizes the negotiated contract pricing the City receives through the Washington State Cooperative Agreement (WSCA) contract.
3. **Hardware:** The MPD utilizes hardware such as central processing units, monitors, printers, routers, switches, card scanners, cash drawers, cabling and fiber wiring owned by the City of Tukwila. The IT department provides support and replacement on an as needed basis.
4. **Network and Servers:** The MPD utilizes server space on the City's servers and network. This includes storage for email, home directory documents, CLASS (point of sale and registration software), and includes network services such as virus checking, spam filtering, routers, hubs, switches and wiring for connectivity. This allows Pool staff and City staff to share files, and take advantage of a multitude of network capabilities.
5. **Software** The MPD email is currently using the City's email system licensed under the Microsoft Enterprise Agreement. The MPD utilizes CLASS software and shares a license with the City. CLASS is the Recreation Management System used for Point of Sale (POS), program registration, facility booking and participant database. The license is not transferable. WebCTRL is software utilized for communication with the pool controls and water system, this software is currently controlled by the City (for firewall protection)

however could be easily released in the future if needed.IT staff and Parks and Recreation Staff troubleshoot on an as needed basis.

6. **Printers:** The MPD utilizes three printers that are maintained by the City on an as needed basis.
7. **Website:** The current MPD Website was designed, coded and then converted into a WordPress template for ease of use. The IT department coordinates hosting and domain renewal for the tukwilwapool.org website.
8. **Maintenance:** The IT department provides overall maintenance to equipment and software on an as needed basis.



## Tukwila Metropolitan Park District Support Services Scope of Work

**Support Services are performed by City of Tukwila staff to provide support to the TPMPD as requested by the Board President or designee. All of these services are billed based upon the hourly wages and benefits of City staff and their time incurred providing support services, plus 10% for overhead expenses.**

### City Clerk

Administrative services performed by the City Clerk's office includes:

1. **Records Management:** Organize and maintain District records and files according to state archive requirements:
  1. Provide guidance and direction to staff on retention and disposition of records.
  2. Keep staff up-to-date on changes to laws and State retention schedules.
  3. Directly responsible for retention of records such as resolutions, contracts, and meetings and hearings (agenda packets, meeting minutes, legal notices, audio recordings) in accordance with State retention schedules.
  4. Public Records Requests: Process and respond to public records requests as needed and maintain database. If a request is received, the following steps are involved: Review and distribute the request; set timelines based on 5-day legal requirement; request Board attorney review of any responsive records to ensure exempt items are logged per RCW 42.56; assemble and copy documents; assess charges; compose fulfillment correspondence to requester.
  
2. **Contracts/Recorded Documents/Claims/Litigation/ Bids, etc.:**
  1. Contracts: Review for accuracy and completeness; collect signatures and distribute.
  2. Claims/Litigation: Accept and route claims for damages and litigation filings and appeals.
  3. Recorded Documents: Transmit documents to King County Recording Office; pay fees and track until the documents are returned; scan into the Digital Records Center; file paper document.
  4. Bids: Review and publish bids based on legal requirements. Provide services to accept secure bid documents per State law and open bids from vendors, as needed.
  5. Elections: Coordination with King County Elections as needed in conjunction with ballot measures.
  
3. **Composition and Distribution of Minutes from MPD Board Meetings:**
  1. Staff support at MPD meetings, with responsibility for operation of recording system, parliamentary procedures, providing assistance to Commissioners and members of the public and collecting speaker sign-up sheets and any other information distributed at the meeting for inclusion in the public record file.
  2. Upload and index audio recording of meetings into the Digital Records Center. Label and file CDs.
  3. Prepare meeting minutes, distribute draft to City and MPD staff for review, make changes as needed, and provide copy to Commissioners for review.
  4. Provide final copy of minutes to Commissioners under "Consent Agenda" item at next Board meeting and collect signatures.

5. Scan and index signed minutes and index into the Digital Records Center for availability to staff and the public, file paper copy for long term records retention.
4. **MPD Board Meeting Facilitation:**
    1. Prepare meeting rooms: Arrange tables, podium, place microphones and run cords as needed.
    2. Set up information for the public including agenda packets and speaker information.
    3. Arrangements nameplates, gavel, cups and water pitchers on the dais.
    4. Set up recording device.
    5. Return the above items to storage after meeting and return room to its original configuration.
5. **Notice meetings:**
    1. Monitor draft agendas for awareness of any public notice requirements (i.e. special meetings, public hearings, executive sessions).
    2. Submit required notices to newspaper for publication and distribute to notification list and post per legal requirements.
    3. Scan notices and index into the Digital Records Center and name intuitively for easy access. Distribute electronic and paper copies and file paper copies.
    4. Track affidavits of publication and file per legal requirements.
6. **Collect agenda items, prepare agendas, and prepare meeting packets and agenda items:**
    1. Maintain tentative agenda templates and populate with agenda item information as provided by staff.
    2. Distribute draft agenda to applicable staff the week prior to each meeting, including information on deadlines for submission of agenda packet materials.
    3. Review agenda packet submissions for completion and accuracy, and contact staff as needed for revisions.
    4. Create agenda face sheet.
    5. Produce draft and final versions of resolutions. Review for content and accuracy and complete resolution tracking sheet. Ensure draft resolutions are reviewed by the Commission Attorney.
    6. Create Info Memos for agenda items and craft new resolutions as needed.
    7. Provide agenda packet materials to City Administrator and Board President for review.
    8. Participate in agenda review meetings and make changes to materials (or contact staff) as needed.
    9. Produce and distribute monthly agenda packets for Commissioners, staff and public. Production process includes review of materials for content and sequencing (including page breaks and inclusion of color inserts as needed), scanning or importing of documents into the Digital Records Center, electronic enhancement or resizing of images, electronic page numbering, generate searchable text, intuitively name agenda items, email link to packet materials, production of 20 paper packets for Board members and the public.

## **Financial Management**

Provided by the City of Tukwila's Finance Department:

### **1. Provide Risk Management Administration:**

1. Obtain insurance through the Washington Cities Insurance Authority (WCIA).
2. Coordinate annual insurance audit. MPD Treasurer meets with WCIA representative and reviews coverage and prior year claim results.
3. Report as necessary to insurance authority: provide incident and accident reports and perform necessary follow-up.

### **2. Accounting Services, Recording, Reporting:**

1. Annual reporting: prepare and distribute annual financial reports including to MPD Board.
2. Prepare Schedule of Financial Assistance (for grants received by the MPD) to the State Auditor's Office.
3. Support State Auditor's Office with annual audit, as requested.
4. Maintain accounting records and prepare reports including: expense reports, revenue reports, quarter payroll detail reports and other reports as requested.
5. Prepare and submit Department of Revenue monthly excise tax return.
6. Provide semi-monthly payroll processing and file necessary monthly, quarterly, and/or annual payroll reports and returns.
7. Provide general accounting services and reports to the Board on the status of TPMPD funds.
8. Provide accounts payable services, payment of invoices and purchasing card administration.
9. Provide daily revenue recording, receipting, banking, and credit card reconciliation activities.
10. Liaison with King County. Finance staff work with King County as they collect property taxes on behalf of the MPD. Property taxes are electronically transferred 2 – 3 times a week. Journal entries are prepared on a weekly basis to record the receipts in Eden (City's accounting software). County reports on property taxes must be reconciled at least annually to ensure proper accounting.
11. Prepare annual resolutions for property tax collections and file with King County.
12. Invest excess funds as available.
13. Provide support to Parks and Recreation Staff for grant funding and tracking to ensure all granting requirements are satisfied. Perform monthly bank account reconciliation.
14. Fixed asset accounting. Tracking and documenting costs of/for assets, calculating depreciation and list on financial statements. Asset counts are required on a periodic basis.
15. Retain all records for the MPD in accordance to the WA State records retention schedule. Records are destroyed when the schedule allows and proper documentation is prepared to record what records are destroyed and when.
16. Prepare and present annual budget in coordination with Parks and Recreation Department.
17. Prepare and update 5 and 20 year plan in coordination with Parks and Recreation Department.

## **Pool Administration and Operations Management**

Provided by the City of Tukwila's Parks and Recreation Department:

1. **Supervise Pool staff and daily operations** performed at the Tukwila Pool as detailed in Exhibit 1.
2. **Coordinate support services** with City of Tukwila's Finance Department, Human Resources Department, Information Technology Department and City Clerk's Office.
3. **Support Assistance to the MPD Board, as needed.**
  1. Attend quarterly meetings, as needed
  2. Attend annual MPD Board retreat, and annual budget workshop, as needed.
  3. Prepare long-term agenda for MPD Board by forecasting MPD annual needs.
  4. Research and prepare informational memos, documents, reports and presentation to the MPD Board.

Examples include:

    1. Annual budget development, presentation, and monitoring.
    2. Financial plan development, monitoring and updating.
    3. Capital Improvement Plan development and planning.
    4. Fees analysis: research, report, and presentation.
    5. Request For Proposals, example: RFP for Legal Services document
4. **Capital Project Management**
  1. Prepare bid documents and coordinate bid processes (RFP, RFQ etc.).
  2. Prepare and execute contract documents, change orders, amendments, invoicing
  3. Oversee Project: Document progress, attend construction meetings, and provide direction and input.
  4. Prepare reports: progress reports, financial reports.
  5. Prepare and present project closeout documents.
  6. Manage and coordinate warranty work related to capital projects, as needed.

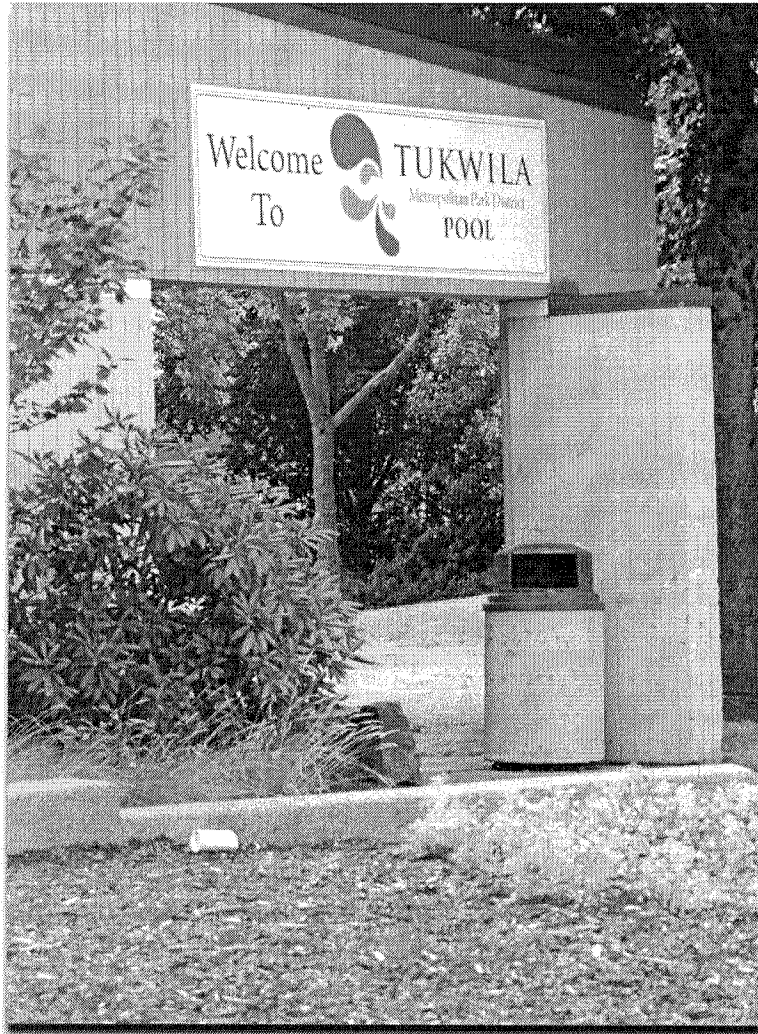
### Scope of Services Overview

	Pool Operations & Support Services Scope of Work "Exhibit 1"	MPD Support Services Scope of Work "Exhibit 2"
Brief Description	Pool Operations and Services to support operations of the Tukwila Pool	Services to support the TPMPD
Type of Charge	Direct charge to MPD Salaries, Benefits and/or Extra Labor, and Hourly charge to MPD for Support Services (indicated w/ *).	Hourly charge to MPD --  Support Services Budget
Specific Duties	<i>Provided by Parks and Recreation Dept.</i> <ul style="list-style-type: none"> <li>• Aquatic Facilities Operator</li> <li>• Lifeguards &amp; Swim Instructors</li> <li>• Pool Programming</li> <li>• Pool Custodial &amp; Maintenance</li> <li>• Pool Equipment Maintenance</li> </ul>	<i>Provided by City Clerk</i> <ul style="list-style-type: none"> <li>• Records Management</li> <li>• Contracts/Recorded Docs/Claims/Bids</li> <li>• Minutes composition and distribution</li> <li>• MPD Board Meeting Facilitation</li> <li>• Notice Meetings</li> <li>• Agenda preparation and distribution</li> </ul>
	<i>* Provided by Information Technology Dept.</i> <ul style="list-style-type: none"> <li>• Telephone/Cell Phone Support</li> <li>• Hardware/Software Support</li> <li>• Network and Servers</li> <li>• Printers</li> <li>• Website</li> <li>• Equipment Maintenance</li> </ul>	<i>Provided by City Finance Dept.</i> <ul style="list-style-type: none"> <li>• Risk Management Administration</li> <li>• Accounting Services</li> <li>• Recording &amp; Reporting</li> </ul>
	<i>*Provided by Human Resources Department</i> <ul style="list-style-type: none"> <li>• Employee Recruitment</li> <li>• Employee Records</li> <li>• Benefit Administration</li> <li>• Personnel Policies &amp; Procedures</li> </ul>	<i>Provided by Parks and Recreation Dept.</i> <ul style="list-style-type: none"> <li>• Coordinate Support Services</li> <li>• Provide Operational Reporting to Board</li> <li>• Capital Project Management</li> <li>• Supervise Pool Operations</li> <li>• Supervise Pool Management Staff</li> </ul>
	<i>*Provided by Parks and Recreation Dept.</i> <ul style="list-style-type: none"> <li>• Pool Operations Supervision</li> <li>• Technical Support</li> <li>• Pool Grounds and Landscaping</li> </ul>	



**KJ Design, LLC**  
**Tukwila Pool Administrative & Program Assessment**  
**For the Tukwila Metropolitan Park District**

Authored by Kevin & Karen Johnston







## **Cost Review to Privatize Services for Current Support Services**

The Parks & Recreation department has put forth a tremendous effort to document the necessary City support services that are utilized to operate the pool for the MPD. These support services include Recreation and Aquatic Support Services, Financial Management, Human Resources, Administrative Services, Information Technology, and Pool Maintenance Operations as outlined in the Pool Operations 101 document prepared by Rick Still.

Are the support services provided by the City worth the \$79.2K budgeted for 2014? Given the extensive outline in the Pool Operations 101 document, you may be hard pressed to equate the true value using private services. It is presumed that contracting for these services would require different companies for each category. Is it realistic to expect a competent pool management company to provide complete IT, phone and technology services? Along the same lines, is it possible for a custodial maintenance service to adequately provide human resource, payroll and accounting services?

Given the City's decade of experience operating the pool and the associated support services being provided, the task of privatizing all of the support services is unrealistic. The City provides a unified government approach with combined services. Multiple private firms providing support services may not understand the big picture including the requirements that City services are already aware of, like public disclosure and public records requests. The facility manager would ultimately be tasked with ensuring that the negotiated contracts are being executed correctly.

## **Metropolitan Parks District Model of Governance Comparison**

### **Definition of Governance Styles**

There are three types and a combination of governance styles: Public, non-profit and for-profit operations or a combination of these in the form of a public-private partnership. These three types all deliver recreational services, but vary based on their philosophical orientation.

Publicly operated parks and recreation services are based on providing these services for all citizens for the benefit of the community as a whole and in the interest of the public good. Historically, swimming pools operated by the public sector are typically subsidized at fifty percent of their operational budget, through the municipal government's general fund. In reality, it is a swinging pendulum of support between forty and sixty percent. The subsidy is justified by the governing body (1) by ensuring that prices are accessible for most of the citizens, (2) to specifically provide needed services for the disadvantage in terms of income, ethnicity, age (youth & elderly) and for individuals with disabilities at reduced rates and (3) through societal values in terms of increased public safety through learn to swim programs and their direct and indirect abilities to reduce drowning rates within a community. The greatest advantage of publicly operated swimming pools is the commitment by the public sector to provide the services to all for the common good. The fact that the citizens share some of the burden of the costs associated with its operation validates this purpose further. Publicly operated pools maintain a high standard of care in terms of water quality and code compliance, crucial to the health and safety of an aquatic operation.

Non-profits have a similar purpose related to the common good, although not for an entire community, but for the good of the individuals that are attracted to the non-profits altruistic purposes. "The exempt purposes set forth in section 501(c)(3) are charitable, religious, educational, scientific, literary, testing for public safety, fostering national or international amateur sports competition, and preventing cruelty to children or animals (IRS, retrieved Sept 9, 2013, <http://www.irs.gov/Charities-&-Non-Profits/Charitable-Organizations/Exempt-Purposes-Internal-Revenue-Code-Section-501%28c%29%283%29>)." Stevens (2010) describes non-profits as "community based organizations that provide recreation services, mainly for children and youth. Founded as private, non-profit organizations beginning around the mid- 1800's to meet social service needs. Social services are activities and programs designed to promote people's social well-being, and they are provided by philanthropic organizations (p 30)."

A for-profit or commercial recreation business is defined in the textbook Introduction to Commercial Recreation and Tourism as "The provision of recreation related products or services by private enterprises for a fee, with the long term intent of being profitable (Crossley, Jamieson & Brayley, 2007, p 8)." Privately owned for-profit businesses make money by specifically catering their recreation goods and services to a target market that has the ability to pay fair market prices in a competitive system (Stevens, 2010).

In the recent past, there has been a movement to commercialized public recreation. There are very few examples of successful aquatic operations in this region under this philosophical orientation. The two closest aquatic venues which have consistently shown promise as commercialized public recreation operations are The Sequim Aquatic Recreation Center and Renton's Henry Moses Aquatic Center.

The Sequim Aquatic Recreation Center, ran by the Clallam County Park and Recreation District, has been one of the few year-round indoor aquatic operations to run without any public subsidy for their complete operations. The building was originally built with a \$2.8 million general obligation bond and was subsidized seven of its first eight years of operation before becoming a complete tax free operation. Today, the 30,000 square foot multipurpose aquatic recreation center generates approximately \$900K per year from both admissions/memberships and per capita spending.

Renton built the Henry Moses Aquatic Center as a full scale community based outdoor waterpark with a general obligation bond that funded its construction. Over the past decade, it has been able to generate the necessary revenue to covers it seasonal operation costs.

A number of things combine to make both these aquatic operations profitable:

- their physical location in their communities
- the specific demographics of the community, which are significant factors of the people buying the services
- large regional draw to their facilities
- the uniqueness of their offerings
- membership based with higher than average prices and affluent users
- extensive marketing efforts over time

Public-private partnerships have been used to operate a number of pools in the region. The private partner could be a for-profit commercial recreation business or a non-profit entity. There are a few examples of public-private partnerships in this region that municipal governments have used to operate the swimming pools within their community. A couple of examples are:

- the non-profit Northwest Center operated Mercer Island's Mary Waite Pool
- the Aquatic Management Group's operation of Mount Rainer Pool in partnership with the Des Moines Pool Metro Park District and the Kent Meridian Pool in partnership with the City of Kent.

There are examples of municipal pools being operated by the local YMCA under a partnership agreement in the Northwest, but none that we are familiar with in the King County area. The Eastmont Pool in Wenatchee, WA, the Twin Falls, Idaho and the West Boise YMCA are all municipally owned aquatic facilities that are operated by the YMCA. The West Boise YMCA pool-wise is equal in size to the Weyerhaeuser King County Aquatic Center and the Y does an exceptional job of operating the venue.

## **Advantages & Disadvantages of Each Style**

The advantages of an aquatic facility being operated under the public recreation philosophical orientation is that a community pool should be committed to serve the public good and to ensure that services are accessible to everyone in the community. Public recreation services and facilities, in general:

- reduce juvenile delinquency
- build community
- reduce crime rates
- increase property values
- attract residence and businesses
- provide physical, social and psychological benefits to individual community members that choose to use the services

All of these taken as a whole add to the quality of life within a community, important to the common good. Most municipal governments are financially stable and are the revenue source that provides the needed funds to keep the operation viable.

When a public agency provides a pool to serve all citizens for the common good it typically chooses to subsidize the operation through the collection of tax revenue. It then ensures that fees are set at a level that the public has the ability to pay. Obviously there will be a tax burden on the owners of property within the district. The mill rate established for the Tukwila MPD is 15 cents per \$1000, which is a very reasonable burden on the property owners within the district, given the pool's current level of service. The mill rate is less compared to the other MPD rates we have recently reviewed.

Tukwila has 24.3% of the population below the poverty line (STP via QuickFacts). Some consideration should be given to the agency offering additional free or reduced price programming based on income levels, age (youth & seniors) or other demographic factors. Tukwila should continue to expand the scholarship program to show good will, given this level of poverty and the lower income levels within the community. When the Sequim Aquatic Recreation Center initially opened they offered three hours a week of free swims for those in the community who may not have the ability to pay admission rates. This is typically something private firms would not consider doing. Addressing the financially disadvantaged in a community would be more readily embraced by municipal services or a non-profit's mission than a for-profit commercial entity.

Government entities are not known for their efficiencies. The salaries and benefits paid to their employees may be more than a non-profit or for-profit entity. Unionized municipal employees have bargaining units that create financial obligations that can be higher than their non-unionized counterparts in other agencies or companies. The non-profit and for-profit entities that don't have union obligations are more mobile and typically have less labor costs per hour of their operational budget.

Government budgeting can come with restrictions. Starting new programs that were not planned in the current fiscal year may be deferred until the following year as a result of needing proper line item allocation. In essence, requests for new revenue generating

programming cannot be started until they are adequately budgeted and properly accounted for. Although, government budgeting has started to change to allow for new kinds of accounts. The use of enterprise funds provides good accountability but encourages more entrepreneurial efforts and looks at a return on investment similar to the private sector.

Government entities typically spend every dime provided the unit by line item during a fiscal year, particularly where an ending fund balance is not allowed to roll forward to become the starting balance. There is no incentive to create savings per line item or little incentive to increase revenue to off-set expenses. Allowing ending fund balances to roll forward to be added to beginning balances creates greater incentives for the budget to be managed in a way that address this common pitfall of traditional government financial management.

Taking financial risks is not looked upon as a wise decision in municipal government operations for good reason. Should public employees gamble with the tax payer's money? Most would say yes only if the gamble was guaranteed to pay off every time. But, what happens if it doesn't? The loss of the public's trust is so critical that government employees make conservative decisions that have little to no risk. Add to the conservatism with the attitudes of "we have always done it this way" and "if it's not broken, don't fix it". This combination is more prevalent in government settings, consistently setting them up to limit change.

There are a number of non-profits that have rich backgrounds in running swimming pools for their constituents. The Salvation Army, YMCA and YWCA have operated swimming pools for decades in their associations. The YMCA operates more swimming pools and aquatic facilities than any other single entity in the United States. The Y has their own national aquatic certification programs: lifeguarding, learn to swim and pool operations (Pool Operator on Location). Their certification programs are recognized by most state aquatic codes and are less expensive in terms of cost of certification to the participant and the organizations sponsoring the trainings. As with any large organization there is a spectrum of quality within the operations. We have seen exceptionally operated aquatic programs and horribly managed aquatic venues within the YMCA.

### **Comparison of Parallel Communities with Each Style**

This section of the report provides a comparison of how some of the forward thrust pools have been operated since they were transferred from King County to the adjacent communities. It may be helpful to understand the various routes that have been taken and the successes and failures along the way, particularly if the MPD plans on making a change in how the pools are operated.

Mount Rainer Pool was operated initially by the City of Des Moines after the transfer from King County. They provided minimal upgrades during the time they initially operated it. City staff managed the operation and day to day supervision responsibilities. Aquatic Management Group was contracted by the City to operate the

pool until the time the City decided to step away financially. With voter approval the pool is now supported by the Des Moines Pool MPD. Through the MPD, financial support has been provided to continue to operate the pool and AMG has maintained the contract. Although the pool has remained opened, we are directly aware that the pool has been operated or maintained below the standard of care in the aquatic industry. Various operators of this pool have failed to meet both federal and state codes in a number of ways. This fact is one of the reasons we would caution the MPD commissioners when considering an alternative contract to operate the Tukwila Pool.

Mary Waite Pool on Mercer Island has been operated by both non-profit and for-profit entities with an annual financial subsidy of \$100,000 from the City of Mercer Island. This subsidy ensures that the pool continued to provide services after the transfer from King County to the School District. The city has provided no policy or management oversight in the pool's operation, only the financial assistance since the transfer. We have done three separate studies over the past decade for the City of Mercer Island, are familiar with the pool, and know at least two of the previous operators. With over 50 competitive events a year scheduled at Mary Waite prior to the transfer, we are not surprised that a privately held competitive swim club is operating this pool today. Mary Waite as it is currently operated is more of a competitive venue than a community pool.

Affluent communities tend to have more success with private-public partnerships. This may be one reason why a private competitive club is successfully operating the pool on Mercer Island. The mean income in Mercer Island is over twice the state's mean and the poverty level is 2.7% of the city's population (STP QuickFacts). There has been a change of pool operators twice in ten years. Each time generating news articles surrounding the pool's uncertain future. If the pool was being operated by an MPD or some form of municipal government this press would have been directed to a board of commissioners. Tukwila's commissioners should note that finding long-term committed third party operators may be a challenge.

Kent's forward thrust pool functions similar to Mercer Island's. The City of Kent provides \$100,000 or more as a subsidy to the pool operator. AMG operates both Des Moines' and Kent's pools. We are not familiar with the operation at Kent, but we are with Mount Rainer Pool. We would expect to find similar issues and concerns to those we found in Des Moines.

A private for-profit service that would contract to operate the pool may choose not to incur all of the fixed and variable costs to operate, and in some cases may even side step the essential support services to save costs. If a private firm needed essential services, they may be able to obtain them through outsourcing. Financially this may provide some savings, but it is hard to quantify. If something essential was by-passed to save money, it could create a greater exposure in terms of risk for the MPD.

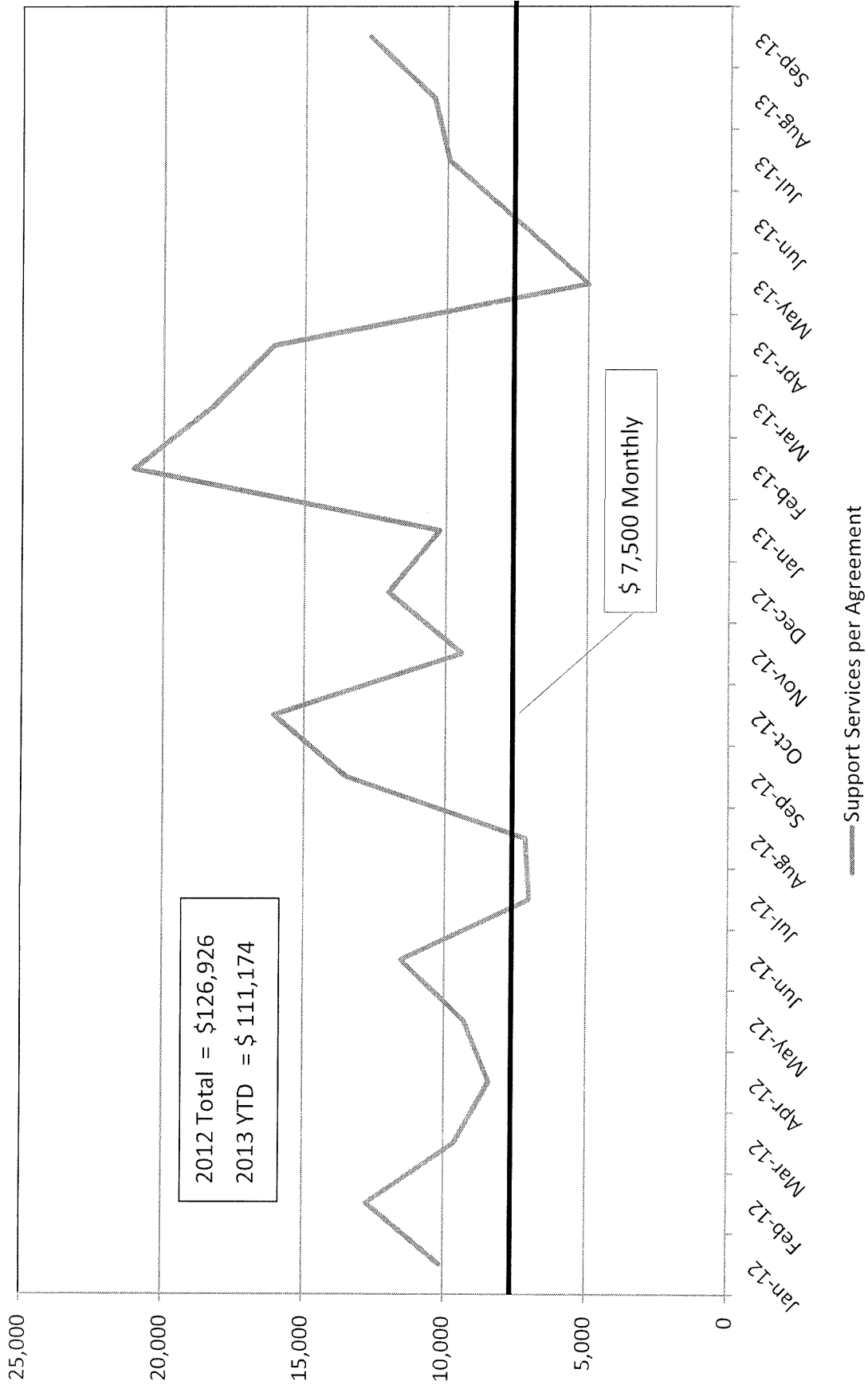
Let's set a possible scenario of a private firm operating the pool and creating a contractual savings for the MPD of \$200K annually. We would recommend looking closely at the level of service and the support services. It is important to analyze what

would be reduced for cost saving in the short run and if it is possible to maintain that reduction over the long term. This may become short term savings for a limited time. During the pre-contract analysis, it is imperative that future services be parallel to the services currently provided, if that is the expectation of the MPD. Asking some hard questions of the potential private operator should include:

- If the information desk is staffed during all hours of operation?
- What level of programming is provided?
- What is the level of lifeguard services during all times of use?
- Will there be a reduction in hours of operation or services that is not in the best interest of the community?

You should scrutinize the pools that are ran by a private for-profit company because you may be making compromises to safety or the level of service that is counter to the role of the MPD. Professionally, we haven't seen a commercial firm locally that would ensure excellent customer service, great aquatic programming and safe-code compliant aquatic operations. We do not know of a single commercial firm that we would highly recommend as a pool operator in this region. It should be noted that the private management companies operating Kent, Mt. Rainer and Mary Waite pools are paying the least amount per hour for the lifeguards that are employed by them, ultimately creating a significant savings over the 12 months of the operations.

### 2012-2013 MPD Support Services Summary





# INFORMATIONAL MEMORANDUM

## Tukwila Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Verna Seal, Board President

DATE: December 4, 2013

SUBJECT: TPAC Positions #1 and #2

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### ISSUE

TPAC Positions #1 and #2 expiring.

### FINANCIAL IMPACT

No financial impact.

### BACKGROUND

The Tukwila Pool Advisory Committee (TPAC) was established by Resolution #8 on December 12, 2011 (attached). Staggered terms were established for continuity of the committee: Two original members had a one-year term and three original positions had a two-year term. The staggered terms allow for two or three vacancies to occur every year rather than all five vacancies at one time.

Appointment Process: A public call for volunteer application was let, applicants were interviewed by the Board President and TPAC Chair, the Board President made appointments and those appointments were confirmed by the MPD Board. There have been two vacancies this year that occurred due to committee members resigning. These positions were filled August 19, 2013 after following the appointment process described above.

### DISCUSSION

Terms for TPAC positions #1 and #2 will expire on December 31, 2013 thus creating two vacancies on the committee. In October the Board discussed a couple options for filling these positions. Additionally, discussions about adding student representation and expanding the number of committee members have also been discussed. Adding student representation and/or expanding membership would require amending resolution #8.

### RECOMMENDATION

The Board President recommends the Board confirm the reappointment of Jeri Frangello-Anderson to Position #1 with a term expiring December 31, 2015 and Vanessa Zaputil to Position #2, with a term expiring December 31, 2015.

Additionally, the Board President recommends staff prepare a revision to Resolution #8 to expand the committee to nine members, including a student member, for consideration in 2014.

### ATTACHMENTS

Resolution #8



# Tukwila Metropolitan Park District

Resolution No. 8

## A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TUKWILA METROPOLITAN PARK DISTRICT AUTHORIZING THE CREATION OF THE TUKWILA METROPOLITAN PARK DISTRICT CITIZENS POOL ADVISORY COMMITTEE.

**WHEREAS**, the citizens of Tukwila voted in August 2011 to create the Tukwila Metropolitan Park District by 63% approval; and

**WHEREAS**, the Tukwila Metropolitan Park District Board of Commissioners desires the on-going involvement and participation of community members as an essential component toward achieving the goals of the District; and

**WHEREAS**, the Tukwila Metropolitan Park District Board of Commissioners has determined that a Citizens Pool Advisory Committee is necessary and pertinent for the future success of the Tukwila Metropolitan Park District (TMPD); and

**WHEREAS**, the Tukwila Metropolitan Park District Board of Commissioners desires to solicit advice and recommendations from the Citizens Pool Advisory Committee regarding policy, budget and operations; and

**WHEREAS**, the Tukwila Metropolitan Park District Board of Commissioners and the members of the Citizens Pool Advisory Committee, by the creation of the Committee herein, recognize that the Committee shall serve in an advisory capacity and, while the Commission shall thoroughly consider the recommendations of the Committee, the Commission is not required to implement them;

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE TUKWILA METROPOLITAN PARK DISTRICT HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Citizens Pool Advisory Committee Established.** The Tukwila Metropolitan Park District Citizens Pool Advisory Committee is hereby established and will consist of five members selected from citizens and/or Tukwila business owners who shall be appointed by the Tukwila Metropolitan Park District Board of Commissioners, subject to confirmation by a majority vote of the Board. No more than 2 members shall be non-residents. A formal process of selection shall include application to and review by the Board of Commissioners President. Appointments shall be made for the position and shall be selected without respect to political affiliations, race or sex. One Board Commissioner may be appointed as a non-voting liaison to the Citizens Pool Advisory Committee.

**Section 2. Appointment Terms.** Members of the Citizens Pool Advisory Committee shall serve a two-year term of appointment. Initial terms will include two one-year appointments and three two-year appointments, and all terms thereafter shall be two-year appointments. All appointments will expire December 31<sup>st</sup> of the last year of the term. If an appointment becomes vacated, the expiration of the term of the appointment shall be to fill only the expired position of such term. Vacancies shall be filled for unexpired terms as soon as possible. Staffing shall be provided as directed by the Tukwila Metropolitan Park District President and in cooperation with the Mayor's Office.

**Section 3. Bylaws.** The Citizens Pool Advisory Committee shall be empowered to create and adopt such bylaws as are necessary for the conduct of business, and a majority of the Committee shall constitute a quorum for the transaction of business.

**Section 4. Officers.** Members of the Citizens Pool Advisory Committee shall meet and organize by electing, from the members of the Committee, a chairperson and vice-chairperson and such other officers as may be determined by the chair.

**Section 5. Meetings.** The Citizens Pool Advisory Committee shall meet no less than quarterly and the Committee shall keep a record of all meetings. It shall be the duty of the chairperson to preside at all meetings. The vice-chairperson shall perform this duty in the absence of the chairperson.

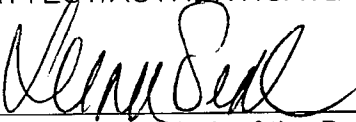
**Section 6. Annual Report.** The Citizens Pool Advisory Committee will report annually to the TMPD President and Board of Commissioners on the status of pool services and needs in the City.

**Section 7. Purpose.** The Citizens Pool Advisory Committee will:

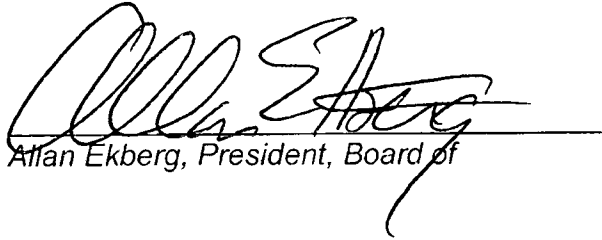
1. Plan, promote and recommend policy and standards for construction, development, maintenance, and operations of aquatic facilities within the TMPD limits by majority vote.
2. Develop and recommend programs to promote aquatic services and inform the public of aquatic facilities that are available for public use.
3. Encourage, recommend and aid programs for or related to aquatics services and enrichment.
4. Explore ways and methods of obtaining private, local, state, and federal funds to promote aquatics projects and programs within the community.
5. Promote pool gift giving, including setting standards for such gifts.
6. Render any other advice and assistance related to aquatics services.

PASSED BY THE BOARD OF COMMISSIONERS OF THE TUKWILA METROPOLITAN PARK DISTRICT at a Regular Meeting thereof this 12<sup>th</sup> day of December, 2011.

ATTEST/AUTHENTICATED:

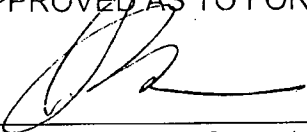


Verna Seal, Clerk of the Board  
Commissioners



Allan Ekberg, President, Board of

APPROVED AS TO FORM BY:



Lisa M. Marshall, Commission Attorney

Filed with the Clerk: 12/7/11  
Passed by the Commission: 12.12.11  
Resolution Number: 8



# INFORMATIONAL MEMORANDUM

## Tukwila Metropolitan Park District

TO: Tukwila Pool MPD Board  
FROM: Verna Seal, Board President  
DATE: November 13, 2013  
SUBJECT: Suggestion Box Policy

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### ISSUE

Adoption of Suggestion Box Policy.

### FINANCIAL IMPACT

No Financial Impact

### BACKGROUND

In June 2013, the Tukwila Pool Advisory Committee (TPAC) proposed the MPD install a suggestion box at the pool. The box was installed in August and the first round of suggestions was reviewed.

Snure Law Offices was requested to review the procedures to ensure we were meeting requirements as they relate to public access and adherence to public records laws and responsibilities. On October 1, 2013, the Board received legal advice on procedures for the Suggestion Box at the pool.

### DISCUSSION

The attached policy incorporates the input and advice of the MPD Board Attorney.

### RECOMMENDATION

Adoption of attached policy.

### ATTACHMENTS

- A. Draft Suggestion Box Policy
- B. Snure Law Offices review and recommendation
- C. TPAC Suggestions





<b>Subject</b>	Suggestion Box Policy	<b>Policy #</b>	
<b>Effective Date</b>	Immediately		
<b>Last Revised</b>			
<b>Approved By</b>		<b>Date</b>	

**PURPOSE OF POLICY:** To establish policy and guidelines for Suggestion Box Procedures.

**POLICY STATEMENT:** A suggestion box provides patrons an avenue to provide feedback and comments to the Tukwila Pool Metropolitan Park District (MPD).

**PROCESS:** The following shall provide for accurate and consistent collection, retention, review and response to suggestion box comments.

**Access to Suggestion Box:** The MPD Board shall retain the ability to access the suggestion box. An MPD Board member will be designated as the primary custodian of the suggestion box and shall collect and log all suggestions on a monthly basis.

**Collection of Suggestion Cards:** Once suggestion cards have been collected and logged they shall be available for review by Contracted Staff and TPAC members.

**Storage and Retention of Suggestion Cards:** All suggestions submitted to the Park District suggestion box become public records of the Park District. Accordingly, primary copies shall be retained and remain in the custody of the Park District to ensure compliance with the Revised Code of Washington (RCW). The MPD Board shall direct where suggestion card records are stored.

**Tracking System and Suggestion Review:** The designated Board member opening the suggestion box shall provide a tracking report to the MPD Board at a regularly scheduled occurrence. The tracking report shall include the name(s) of person(s) collecting and reviewing the suggestion cards, the date suggestions were collected, the verbatim wording contained within each suggestion provided, a recommendation for response, or, for purely operational matters, how the suggestion was responded to. All documentation of tracking, review and recommendations shall be maintained as Park District records. The MPD Board shall direct where suggestion cards and tracking records are stored.

**Responses to or Implementation of Suggestions:** The MPD Board shall control all substantive responses to, or implementation of, any suggestions received. The MPD Board shall direct and take action on all substantive recommendations before they are implemented. The Governing Board shall delegate responsibility for operational decision making related to suggestions to its contracted staff.

**Confidentiality:** Suggestion box submissions shall be treated confidentiality, however a promise of confidentiality regarding the suggestions placed in the box is not appropriate as all suggestions made are subject to disclosure under the Public Record Act.

**DEFINITIONS:**

**MPD Board:** The Tukwila City Council serves as the Governing Board of the Park District pursuant to RCW 35.61.050(3). The Governing Board is the legislative and governing body of the Park District. The general authority of the Governing Board is to exercise the powers granted to the Park District are set forth in Chapter 35.61 RCW. The Governing Board also has the authority to delegate authority and responsibility as necessary to operate the Park District.

**TPAC:** The Governing Board exercised its power to create TPAC by Resolution to “serve in an advisory capacity” to the Governing Board. *Tukwila Metropolitan Park District, Resolution No. 8*. As a Governing Board created advisory committee, TPAC is an extension of the Park District and has no independent existence. TPAC must comply with all legal requirements that apply to the Park District. For example, if the Park District delegates to TPAC responsibility to collect, track and review suggestions from the suggestion box, the records created in the review and tracking process are public records of the Park District. TPAC members must be aware of this requirement. All TPAC records are Park District records and TPAC created records must remain in the custody of the Park District and retained in a manner that complies with the Park District’s record retention requirements.

**Contracted Staff:** Contracted staff is defined as the staff that works for the support services contractor.

DRAFT

# SNURE LAW OFFICE, PSC

A Professional Services Corporation

Clark B. Snure  
Retired

Of counsel  
Thomas G. Burke  
Joseph F. Quinn

Brian K. Snure  
brian@snurelaw.com

October 1, 2013

## MEMORANDUM

To: Governing Board, Tukwila Pool Metropolitan Park District

From: Brian Snure

Re: Suggestion Box Procedures

.....  
**Issue:** How should the Park District manage the recently established suggestion box at the Pool?

**Background:** In June 2013, the Tukwila Pool Advisory Committee “TPAC” recommended that the Park District implement a suggestion box at the pool to “increase community voice and involvement.” TPAC included with its recommendation the following proposed process for managing the suggestion box and suggestions received through suggestion box.

1. TPAC Members will work with the contracted staff to acquire and install a secured suggestion box to be located in the lobby or other mutually agreed on prominent location at the Tukwila Pool. Key will be held by a designated TPAC Member.
2. TPAC Members will work with contracted staff to produce and post appropriate signage and suggestion cards. Signage and cards will include language directing urgent and immediate needs to contracted staff.
3. contracted staff will ensure the suggestion cards are adequately stocked and writing utensils provided as necessary.
4. TPAC Members will collect suggestion cards at an interval no longer than quarterly, but will attempt to collect them monthly.
5. At collection TPAC Member(s) will jointly pre screen the suggestion cards with contracted staff to identify operational issues.
6. TPAC Members will develop an internal tracking system (spreadsheet) for all suggestion cards and review them at TPAC Meetings. This will become a standing agenda item.

7. TPAC Members will make recommendations from the suggestion cards to the Board/contracted staff as appropriate.
8. TPAC Members and contracted staff shall consider suggestion cards and spreadsheet entries to be confidential, however, they shall be made available to the Board as requested or needed.

The Governing Board authorized TPAC to work with staff to implement the suggestion box to be managed consistent with the recommendations and process set forth by TPAC. Subsequently certain questions have arisen regarding the process and whether the process as implemented is consistent with the statutes, such as the Public Records Act, that govern the Park District.

**Analysis:**

General Premise: The suggestion box is a Park District suggestion box. Accordingly, the management of the suggestion box must be in compliance with the statutory requirements that apply to public assets and public records.

Status of the Park District, the Governing Board and TPAC.

Park District: The Tukwila Metropolitan Park District is a special purpose municipal corporation created and governed by chapter 35.61 RCW.

Governing Board: The Tukwila City Council serves as the Governing Board of the Park District pursuant to RCW 35.61.050(3). The Governing Board is the legislative and governing body of the Park District. The general authority of the Governing Board is to exercise the powers granted to the Park District are set forth in Chapter 35.61 RCW. The Governing Board also has the authority to delegate authority and responsibility as necessary to operate the Park District.

TPAC: The Governing Board exercised its power to create TPAC by Resolution to “serve in an advisory capacity” to the Governing Board. *Tukwila Metropolitan Park District, Resolution No. 8*. As a Governing Board created advisory committee, TPAC is an extension of the Park District and has no independent existence. TPAC must comply with all legal requirements that apply to the Park District. For example, if the Park District delegates to TPAC responsibility to collect, track and review suggestions from the suggestion box, the records created in the review and tracking process are public records of the Park District. TPAC members must be aware of this requirement. All TPAC records are Park District records and TPAC created records must remain in the custody of the Park District and retained in a manner that complies with the Park District’s record retention requirements.

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Recommendations for Suggestion Box Procedures:

With the above relationships in mind, I offer the following recommendations regarding the suggestion box procedures.

1. **Access to Suggestion Box.** The Governing Board should retain the ability to access the suggestion box separate from any access delegated to TPAC. The Governing Board's access could be through contracted staff or by providing the President of the Governing Board with a key to the box.
2. **Collection of Suggestion Cards.** The suggestion cards should either be initially collected and logged by contracted staff or, if the Governing Board wishes to have TPAC continue this role, TPAC's responsibility should be further defined consistent with recommendation No. 3.
3. **Storage and Retention of Suggestion Cards.** All suggestions submitted to the Park District suggestion box become public records of the Park District. Accordingly, it is imperative that the primary copies be retained in the custody of the Park District. If TPAC members are authorized to obtain the cards, TPAC members must be directed where to deliver the original records for proper storage and custody. If TPAC members want to take the suggestion cards offsite for review or analysis, TPAC members should only take copies of the records.
4. **Tracking System and Suggestion Review.** If the Governing Board wants TPAC to track, review and provide recommendations, the Governing Board should be clear that all documentation of the tracking, review and recommendations should be maintained as Park District records. TPAC members that create such records should be directed where to deliver and store the records.
5. **Responses to or Implementation of Suggestions.** The Governing Board should control all substantive responses to, or implementation of, any suggestions received. Once again, the Governing Board may wish to have TPAC review, process and make recommendations regarding responses or implementation of suggestions but the Governing Board should direct and take action on all recommendations before they are implemented. The Governing Board, of course, may delegate responsibility for operational decision making related to the suggestions to its contracted staff.
6. **Confidentiality.** While I have no objection to the procedure advising contracted staff and TPAC members to treat suggestions confidentially, neither contracted staff or TPAC members should ever make any promises of confidentiality regarding the suggestion box as all suggestions made are subject to disclosure under the Public Record Act.

If you have any further questions, regarding these issues, please advise.

## **Suggestion Box**

### **Purpose:**

To provide patrons an additional avenue to provide suggestions, feedback, comments to the Tukwila Pool Metropolitan Park District.

### **Background:**

STP members commented that a suggestion box located at the pool could be a way of reaching out to patrons. It was noted that many ideas over the past CIP and year have been a result of Patron Suggestions. Some examples are: Privacy Change Areas, Improved ADA Access, Scholarship Program. These have provided a more comfortable and improved experience for pool patrons. TPAC members discussed the pros and cons at the May 8, 2013 meeting and decided to proceed with background work for a presentation for the June TPMPD meeting in support of the idea.

### **Process:**

- TPAC Members will work with the Contracted Staff to acquire and install a secured suggestion box to be located in the lobby or other mutually agreed on prominent location at the Tukwila Pool. Key will be held by a designated TPAC Member.
- TPAC Members will work with Contracted Staff to produce and post appropriate signage and suggestion cards. Signage and cards will include language directing urgent and immediate needs to Contracted Staff.
- Contracted Staff will ensure the suggestion cards are adequately stocked and writing utensils provided as necessary.
- TPAC Members will collect suggestion cards at an interval no longer than quarterly, but will attempt to collect them monthly. At collection TPAC Member(s) will jointly prescreen the suggestion cards with Contracted Staff to identify operational issues.
- TPAC Members will develop an internal tracking system (spreadsheet) for all suggestion cards and review them at TPAC Meetings. This will become a standing agenda item.
- TPAC Members will make recommendations from the suggestion cards to the Board/Contracted Staff as appropriate.
- TPAC Members and Contracted Staff shall consider suggestion cards and spreadsheet entries to be confidential, however, they shall be made available to the Board as requested or needed.

### **Summary**

TPAC feels this community outreach is a valuable resource for the TPMPD and would be happy to take on the added responsibility. There are future possibilities of expanding this outreach to include online surveys/suggestions.

## INFORMATIONAL MEMORANDUM

### Tukwila Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Verna Seal, Board President

DATE: December 4, 2013

SUBJECT: MPD Regular Meeting (Date & Time) Change for 2014

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#### **ISSUE**

Proposed date and time change for the MPD Regular Meetings for 2014

#### **FINANCIAL IMPACT**

Possible financial impact if the date and time are changed and video recording is pursued and implemented verses the existing schedule of the third Monday which coincides with the City's Regular Meetings. This has been discussed before at the MPD Meetings.

#### **BACKGROUND**

The idea of moving the MPD Regular meetings has been brought up before at Board Meetings and discussion has ensued but no solid decision has ever been made to change the date and or time of the meetings. This was brought up again at the October MPD Board Meeting with the request that it be an agenda item for discussion at the November meeting. At the November meeting, the Board decided that they would provide the Board President with the dates that would not work for them to have a regularly scheduled meeting and a date would be selected from that effort.

#### **DISCUSSION**

The Board is considering moving both the date and time of the MPD Regular Meetings. The proposed date and time are the fourth Wednesday of the month at 5:30 p.m.

#### **RECOMMENDATION**

The Board President recommends the Board move the MPD Regular Meetings to the fourth Wednesday of the month at 5:30 p.m.

#### **ATTACHMENTS**

None





# INFORMATIONAL MEMORANDUM

## Tukwila Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Verna Seal, Board President

DATE: December 4, 2013

SUBJECT: MPD Executive Director Contract

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### **ISSUE**

Contract for the MPD Executive Director

### **FINANCIAL IMPACT**

No Financial Impact

### **BACKGROUND**

The Executive Director job description was originally distributed to the Board in June (as part of the June agenda packet) and has been revised to meet the current needs of the Board (Attachment A). At the October MPD meeting, the Board directed the subcommittee to finalize the job description and seek a qualified candidate. The Executive Director subcommittee interviewed three finalists and held a "meet and greet" with the finalist on December 2, 2013. The next step is to finalize a contract for services as the instrument to hire the Executive Director.

### **DISCUSSION**

The attached contract for the Executive Director has been approved in form by the MPD Attorney (Attachment B). The Board should be comfortable with the contract and provide feedback to the Board President and subcommittee if necessary. Once there is Board consensus to move forward with the contract, the contract and Job Description will come to the Board to request authorization for the Board President to sign the Executive Director Contract for Services.

Attachment C is a memorandum describing the factors that maintain IRS compliance for an independent contractor and to not create an employer/employee type relationship.

### **RECOMMENDATION**

Discussion Only

### **ATTACHMENTS**

- A. MPD Executive Director Job Description
- B. MPD Executive Director Contract
- C. Executive Director Contract memorandum from Stephanie Brown



## Tukwila Pool Metropolitan Park District

### POSITION DESCRIPTION

**Job Title: Executive Director**

**Reports to: Tukwila Pool Metropolitan Park District Board of Commissioners**

**Classification: Exempt, Part-time (minimum 20 hours per week), salary range to \$45K**

**Summary:**

The Tukwila Pool Metropolitan Park District (MPD) Board of Commissioners (the Board) desires to hire an Executive Director to provide management capabilities to the organization's operation.

The ideal candidate is a leader with proven management success who has experience with aquatic operations (especially swimming pools) and knowledge of Washington State laws as they apply to aquatic facilities and municipal park districts.

The MPD Executive Director is appointed by the Board and serves as the interface between the Board and City of Tukwila Administration. The MPD Executive Director will report to the Board.

The Executive Director serves as a resource to the Board while implementing its policies and managing the daily operations of the District. The Executive Director is a key participant in communications between contract operator staff, the community, and the Board. The Executive Director is responsible for oversight, monitoring financial performance, daily administration, pool programming, staffing plans, marketing, and community relations.

**Background:**

The MPD was formed in January 2011 as a municipal corporation with the purpose of operating the sole public swimming pool in Tukwila, WA. The seven members of the Tukwila City Council act in ex-officio capacity as the MPD Board. The City of Tukwila Parks and Recreation Department performs daily operations and administrative functions on contract to the MPD. In the first-half of 2013, the pool completed a \$1.6M major renovation and currently provides services to users with measurable success. The MPD desires to fill an external-to-the-City leadership position, reporting to the Board, to provide independent review, management and oversight to the Pool.

**MPD Vision/Goals:**

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

**Goals: Provide the best run municipal aquatics program in the state:**

- A. To operate a financially self-sustaining aquatics program
- B. To provide a pool that is a safe haven
- C. To be welcoming and inclusive to all
- D. To maintain and support community involvement in the pool
- E. To provide creative and relevant programs
- F. To provide annual performance reporting to the community
- G. To continue to review governance

# Tukwila Pool Metropolitan Park District

## JOB DESCRIPTION

### Position Summary:

Oversee effective operations of the Metropolitan Park District's Tukwila Pool.

The MPD Executive Director will be a hands-on management position (in many ways comparable to an acting Aquatics Manager). Key responsibilities will be to:

- Administer ongoing MPD projects and activities
- Establish and implement policies and operating procedures for the MPD
- Assist the MPD in serving the residents of Tukwila and surrounding communities
- Provide direction, oversight and representation of the Board to the contract operator and advisory committee and in turn present recommendations and guidance to Board members

### Administrative:

- Oversee contracted vendor operations and review performance annually
- Identify and apply for relevant grants available to the MPD for programs and operations
- Work with contract operator to increase revenue and decrease operational expenses while maintaining programming and positive user experience
- Develop and facilitate an active short and long term planning process
- Develop MPD policies consistent with organizational vision, goals, and statutory requirements
- Manage the MPD's annual calendar of events in collaboration with the contract operator
- Draft the agenda and materials for MPD Board meetings (regularly held monthly and additionally as needed)
- Engage and manage the development of marketing and advertising activities
- Conduct research, find resources, evaluate and provide information to the Board and/or staff in support of the MPD's activities
- Develop, implement and maintain policy and procedure documents consistent with organizational goals and statutory requirements as well as Board decisions
- Establish policies supportive of Board objectives
- Manage Board identified Requests for Proposals (RFPs) or Quotes (RFQs)
- Oversee compliance with fiduciary and regulatory requirements, including:
  - WAC 246-260 Water Recreation Facilities
  - RCW 35.61 Metropolitan Park Districts
  - RCW 70.90 Water Recreation Facilities

### Budget & Finance:

- Prepare the budget for Board approval in close collaboration with the contract operator
- Ensure MPD operations remain within the approved annual budget
- Identify cost savings, operational efficiencies, and a sustainable budget; recommend same to the Board
- Identify performance metrics for revenue and operational expenses, collate on a monthly basis and review with the contract operator and the Board
- Develop, review and report on monthly financial statements
- Notify the Board immediately if budget obligations are not met
- Provide clear quarterly and annual financial reporting to the Board

# Tukwila Pool Metropolitan Park District

## POSITION DESCRIPTION

- Develop, document and ensure effective audit processes
- Ensure timely payment of invoices

### Management Oversight:

- Engage with assessment of physical plant problems as they arise and assist in defining the scope of work
- Provide oversight to procurement activities including the provisioning of materials, services, consultants, architects & engineers and contractors as needed
- Monitor work project progress by the contract operator or others as needed
- Maintain and safeguard the assets, records and documents of the MPD
- Periodically benchmark the MPD against substantially similar aquatic operations

### Board Relations:

- Develop MPD Board meeting agendas for review and approval by Board President.
- Assist the President and Clerk of the Board in planning and supporting ad-hoc committees
- Initiate and assist in developing policy recommendations, preparing resolutions and setting priorities
- Interface directly with MPD contract attorney on issues requiring legal attention

### Public Relations:

- Work collaboratively with the Board's citizen committee (the Tukwila Pool Advisory Committee – or TPAC) to garner ideas, concerns, and issues that require attention
- Implement, coordinate and direct the MPD public relations program
- Ensure that community and user concerns and inquiries are handled appropriately
- Act as representative for the MPD as needed
- Develop and maintain effective relationships with the internal and external customer through oral and written communications
- Respond to internal and external phone calls, e-mails, comments and suggestions in a timely manner

### Communications:

- Work with the contract operator to promote pool usage within the community
- Publish periodic communiqués to the community via a variety of sources
- Facilitate TPAC - a citizen group with advisory capacity to the Board; coordinate the agenda
- Coordinate closely with:
  - President of the MPD Board
  - TPAC
  - Contracted services (contract attorney, contract operator, etc.)
  - Local school districts
  - Contracted users of MPD facilities
- Ensure that The MPD's website and other social media services remain current
  - Tukwila Pool url: <http://www.tukwilapool.org/>
  - Facebook url: <https://www.facebook.com/pages/Tukwila-Metropolitan-Park-District-Pool/132240046924338>
  - City of Tukwila, pool page: <http://www.tukwilawa.gov/recreation/recpool.html>

# Tukwila Pool Metropolitan Park District

## JOB DESCRIPTION

### Qualifications:

#### Knowledge

- Extensive knowledge of Washington state laws, regulations and codes as they apply to park districts and swimming pool operation preferred
- Strong financial management and budget skills
- General knowledge of swimming pool systems and operation, such as filtration system, chemical controllers and feeders, HVAC, safety systems, pumps and electric motors
- Knowledge of accounting principles and budget preparation for cash-based system and Washington state BARS list of accounts
- Knowledge of methods, procedures and practices of issue analysis and evaluation, planning, bidding and construction as applied to swimming pool operation and facility maintenance
- Knowledge of Washington state records retention and public disclosure requirements
- Clear understanding of the components of a successful business organization
- Bachelor's Degree from an accredited college or university in the study of Parks and Recreation, Business Management, Leisure Studies, Public Administration or a related field
- Successful operational experience in commercialized public recreation is greatly desired
- Knowledge of the four P's of marketing and how to effectively apply them in a public recreation setting

#### Skills

- Ability to lead an organization to exceptional performance levels, model a positive work ethic, and integrate efforts of all stakeholders
- Demonstrated experience in successfully performing management functions: planning, leading, organizing, motivating, reviewing and evaluating results and personnel
- Ability to identify problems, collect data and analyze situations, identify options, make recommendations, implement action plans, monitor progress, measure success and continue improvement
- Ability to interface with database systems such as accounting, records management, and inventory management
- Proficiency at a high level using Microsoft Word, Excel and PowerPoint
- Ability to set goals and objectives and carry them through
- Ability to work effectively alone and with multiple stakeholders
- Strong written and verbal communication skills

#### Attributes

- Works well with people, treating everyone with respect
- Takes appropriate initiative
- Follows through on commitments
- Delivers high quality work performance and customer service
- Projects and maintains a positive image at all times
- Works well as a team member/leader in all interactions

#### Performance Review

- Annual review by the President of the MPD Board with approval by the Board.
- Contract renewal and compensation increases as approved by the Board

## Tukwila Pool Metropolitan Park District

### POSITION DESCRIPTION

#### Working Conditions

- Work locations *include* the pool facility, home, and variable meeting locations
- Work hours *include* monthly evening meetings, occasional special meetings, and some weekend pool events
- Position has potential to be at odds with contract operator and/or citizen groups over operational issues at times – tact and conflict management skills are imperative
- Regular meetings of the Board are every third (3<sup>rd</sup>) Monday of the month at 8:00 p.m. at Tukwila City Hall (subject to change)
- TPAC (Tukwila Pool Advisory Committee) meetings occur the first (1<sup>st</sup>) Wednesday of the month at 7:00 a.m. in the Tukwila Community Center (subject to change)
- The Tukwila Pool Metropolitan Park District is an equal opportunity employer





**CONTRACT FOR SERVICES**

This Agreement is entered into by and between the Tukwila Pool Metropolitan Parks District, a XXXXXXXXXXXXXXXX, hereinafter referred to as "the MPD," and \_\_\_\_\_, hereinafter referred to as "the Contractor," whose principal office is located at XXXXXXXXXXXXXXXX.

**WHEREAS**, the MPD has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

**WHEREAS**, the MPD desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

**IN CONSIDERATION OF** the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the MPD if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$45,000 at the rate of \$3750 per month.**
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the MPD whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing \_\_\_\_\_, 20\_\_\_\_, and ending **December 31, 2014**, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and MPD agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City or MPD employees by virtue of the services provided under this Agreement. The MPD shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor. Contractor shall, at no time, have the power to bind the MPD, or to create any rights in favor of any person whom the MPD has not previously authorized in writing.

6. **Indemnification.** The Contractor shall defend, indemnify and hold the MPD, its officers, agents, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the MPD. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the MPD, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
7. **Record Keeping and Reporting.**
- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the MPD to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the MPD.
8. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.
9. **Termination.** This Agreement may at any time be terminated by the MPD giving to the Contractor thirty (30) days written notice of the MPD's intention to terminate the same. Failure to provide products on schedule may result in contract termination. In the event of termination, the MPD shall pay Contractor compensation earned prior to the date of termination.
10. **Discrimination Prohibited.** The Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
11. **Confidentiality.** In the performance of the Agreement, Contractor may have access to certain confidential and proprietary information of the MPD. Contractor agrees to protect confidential information of the MPD against any unauthorized use or disclosure and agrees to maintain the confidentiality of all MPD proprietary information.
12. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the MPD.
13. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the MPD and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

Tukwila Pool Metropolitan Parks District  
6200 Southcenter Blvd.  
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Tukwila Pool Metropolitan Park District

CONTRACTOR

\_\_\_\_\_  
Tukwila Pool MPD Board President

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

Printed Name and Title: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
MPD Attorney



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**MEMORANDUM**

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**TO:** ALLAN EKBERG, MPD BOARDMEMBER  
**FROM:** STEPHANIE BROWN, HR DIRECTOR  
**SUBJECT:** EXECUTIVE DIRECTOR CONTRACT  
**DATE:** NOVEMBER 19, 2013  
**CC:** DAVID CLINE, CITY ADMINISTRATOR

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Attached for the Committee's review is a draft professional services contract to retain the services of a person as the Executive Director for the Tukwila Pool Metropolitan Park District. The contract was developed from information contained in the position description and was reviewed by the City Attorney. As described in the posting for this position, a person should be retained as an independent contractor and paid through the City's accounts payable system as are other vendors.

As described in the position description, the Executive Director meets the definition of an Independent Contractor as regulated by the IRS. The following factors are compliant with the Independent Contractor definition:

- The MPD board will not direct when, where and how to achieve the scope of work. As noted in the description's working conditions, work locations may include the pool facility, contractor's home, and variable meeting locations. Furthermore, there is no expectation that the MPD will be providing this position a permanent work location or to supply materials for the contractor to perform the scope of work.
- The Executive Director would be paid a flat fee for completing the scope of work (for example, \$45,000 budget divided by 12 would equal \$3,750 per month). It is anticipated that the Executive Director would work an estimated 20 hours per week.
- There will be no employee-type benefits (sick pay, vacation pay, retirement, etc.) offered to the Executive Director. Regular payroll taxes are not paid on behalf of nor deducted from independent contractors.
- The contract specifies a limited duration, and can be terminated by either party.

This was the only suitable option without creating an employer/employee type relationship. If you have questions regarding this contract for services, please feel free to contact me directly at (206) 433-1852. Thank you.

