

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

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 (3rd) 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 (1st) 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

MEMORANDUM

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

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.