

# TUKWILA POOL METROPOLITAN PARK DISTRICT

## \*SPECIAL MEETING\* of the Board of Commissioners

(Due to the cancellation of the December 24, 2014 Regular Meeting)

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

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

**\*SPECIAL MEETING\* Wednesday, December 10, 2014, 5:30 PM**  
 Tukwila City Hall Council Chambers

**Resolution #25**

<b>1. CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL</b>		
<b>2. CITIZEN COMMENTS</b> ( <i>limited to 2 minutes</i> )		
<b>3. CONSENT AGENDA</b>	a. Approval of minutes: 11/13/14 ( <i>Special Mtg.</i> ) b. Approval of vouchers.	
<b>4. REPORTS</b>	a. Commissioners b. Ad Hoc Committee updates c. Interim Executive Director d. Aquatics Manager e. Operator f. Financial and Support Services g. Tukwila Pool Advisory Committee	<b>Pg.1</b> <b>Pg.3</b>
<b>5. BUSINESS ITEMS</b>	a. Motion for 2015 Board appointments (per Resolution No. 1) <i>Section 4. Officers - Election. At the last public meeting of the Park District in every year, the City Council, acting in its ex-officio capacity as the Park District Board, shall appoint the incoming Council President as the President of the Board, and the subsequent incoming Council President as the Clerk of the Board by majority vote of the quorum of the Park District Board in attendance at the meeting.</i> <i>Section 5. Officers - Term. The officers of the Park District Board shall serve until a successor is elected and the failure to elect a successor as provided herein shall not operate as a removal of the existing officers.</i> b. Sunset of TPMPD Ad Hoc Committees. c. A resolution of the Board of Commissioners of the Tukwila Pool Metropolitan Park District adopting the annual budget of the Metropolitan Park District for the fiscal year 2015. d. Voucher Approval Policy and Resolution: (1) Approve Policy 2015-01 Voucher Preapproval Policy and Procedure effective January 1, 2015. (2) A resolution appointing Auditing Officer(s) for the purpose of authorizing the issuance of warrants and electronic transactions prior to the Board of Commissioners approval. e. A resolution adopting a formal position and declaring the maintenance of an all-inclusive index of every public record to be unduly burdensome, as required by Chapter 42.56 RCW.	<b>Pg.11</b> <b>Pg.19</b> <b>Pg.21</b> <b>Pg.23</b> <b>Pg.25</b>

(continued...)



**MPD SPECIAL MEETING**  
**Wednesday, December 10, 2014**  
**Page 2**

<b>5. BUSINESS ITEMS</b> <i>(cont.)</i>	f. Authorize the Board President to sign a Professional Services Agreement with Steven Burke subject to final approval by Legal Counsel.  g. Authorize the Board President to sign a contract for services with Lady of Letters, Inc. subject to final approval by Legal Counsel.  h. Authorize the Board President to sign an Interlocal Agreement with the City of Tukwila to outline the parties' continuing obligations after the City ceases providing the support services to the Tukwila Pool Metropolitan Park District.  i. Next meeting is in 2015.	<b>Pg.29</b>  <b>Pg. 41</b>  <b>Pg.49</b>
<b>6. MISCELLANEOUS</b>		
<b>7. EXECUTIVE SESSION</b>		
<b>8. ADJOURNMENT</b>		

**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 Pool 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 Pool Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Rick Still, Parks and Recreation Director *RS*

DATE: December 2, 2014

SUBJECT: Operations Report

---

### ISSUE

Staff update on pool operations

### FINANCIAL IMPACT

No financial impact

### BACKGROUND

This memo is intended to provide the Board and Community with an update on activities, operations and issues that have occurred at the Tukwila Pool.

### DISCUSSION

**Revenues:** November 2014 revenues were \$11,467.75. This outperformed the last 5 year average for October by 11%. Bringing the year to date revenues to \$216,820 or 87% of the annual revenue goal of \$249,310.

**Swimming Education Programs:** 85 registrations were received for swimming lessons held in November, totaling \$3,098.50. Tukwila Residents made up 62% of the registrants for this lesson session.

**Pass Purchases:** Pass sales totaled \$1,026 with 22 passes sold. Tukwila Residents purchased 10 of those passes.

**Special Events:** Turkey Swim was a fun event for many swimmers! Throughout the month of November swimmers had an opportunity to swim "off" their Thanksgiving Feast. Staff provided calorie counts for many popular Thanksgiving foods and coordinating lap conversations to help patrons determine how much extra they would need to swim. Their "Thanksgiving plates" were displayed in the lobby and servings of turkey, gravy, mashed potatoes or the favorite part of the feast was added as laps were completed. Many patrons and staff enjoyed the fun.

**Maintenance:** City Staff met with Dave Perkins at the Tukwila Pool where he observed the filter backwashing procedure and was given typed up step-by-step instructions on the process. It was another great opportunity for Dave to be further familiarized with the maintenance side of the pool operations. Staff also continued to perform maintenance tasks over the last month and are working diligently on items from the transition matrix to have the pool ready to turn over to the TPMPD at the end of the year.

Staff responded to a boiler lockout that happened on Sunday, November 30<sup>th</sup> resulting in the pool deck being cool. Staff were able to resolve the issue and get the temperature warmed back up.

McKinstry, the Energy Service Company that performed the Energy Savings Performance Contracting Capital Improvement Project is in the process of wrapping up their One-Year Measurement and Verification study where they confirm the project actually achieved the savings guaranteed by McKinstry. Once they have all the data they will meet with City Staff and a Representative from the Washington State Department of Enterprise Services to present their findings. In early 2015, upon completion of 2014, they will need to visit the pool and use a workstation for a while to gather their required information from the WebCTRL system. This work will be coordinated with Dave so as not to impact operations. Once they have completed their work and have their report ready City staff will meet with them to finalize the project.

**Support Services Transition:**

Staff continued to meet weekly with TPMPD Staff and Board members to review the City of Tukwila transition matrix and provide task related updates.

**INFORMATIONAL MEMORANDUM**  
**Tukwila Metropolitan Park District**

TO: Tukwila Pool MPD Board  
FROM: Vicky Carlsen, Deputy Finance Director  
DATE: December 2, 2014  
SUBJECT: Monthly Financial Report

---

**ISSUE**

Monthly financial report.

**FINANCIAL IMPACT**

**DISCUSSION**

October 2014 has been closed. Total revenue for the month of October is \$245,001 bringing the total revenue through October to \$819,028. Seattle Children's was billed \$828.25 for 2<sup>nd</sup> quarter back in August. The funds were received in November and will be reflected on the next report.

Total expenditures for the month are \$62,440. The financial report attached provides additional information detailing the total revenue and expenditures.

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

**RECOMENDATION**

For information only.

**ATTACHMENTS**

- A. October Financial Statement
- B. October Support Services Report





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

Percent of year expired 83.30%

REVENUE	BUDGET	Q1		Actual Results			Q3		YTD		% of BUDGET
		TOTAL	TOTAL	JUL	AUG	SEP	TOTAL	OCT	TOTAL		
TAX REVENUE	\$ 704,395	\$ 26,209	\$ 344,737	\$ 3,485	\$ 1,424	\$ 5,108	\$ 10,018	\$ 222,051	\$ 603,014	85.6%	
PROGRAMS	191,800	41,863	49,280	25,041	19,034	9,578	53,653	7,220	152,017	79.3%	
RENTALS	54,510	17,996	6,199	1,208	3,856	20,950	26,015	3,003	53,213	97.6%	
SCHOLARSHIPS USED	(10,000)	(3,115)	(2,084)	(2,057)	(1,656)	(1,290)	(5,002)	-	(10,200)	102.0%	
OTHER	-	(55)	(54)	(32)	(33)	(4)	(69)	11,688	11,510	0.0%	
SALE OF MERCHANDISE	2,000	389	370	147	237	82	465	93	1,317	65.9%	
SALE OF SWIM MERCHANDISE	-	558	508	203	258	356	817	132	2,015	0.0%	
DONATIONS	1,000	78	-	-	273	-	273	815	1,166	116.6%	
GRANT	30,000	-	4,976	-	-	-	-	-	4,976	16.6%	
<b>TOTAL REVENUE</b>	<b>973,705</b>	<b>83,924</b>	<b>403,933</b>	<b>27,995</b>	<b>23,394</b>	<b>34,781</b>	<b>86,170</b>	<b>245,001</b>	<b>819,028</b>	<b>84.1%</b>	
<b>EXPENDITURES</b>											
<b>ADMINISTRATION/OVERHEAD</b>											
11 SALARIES	45,000	9,375	11,250	3,750	3,750	3,750	11,250	3,750	35,625	79.2%	
21 FICA	-	717	861	287	287	287	861	287	2,725	0.0%	
24 INDUSTRIAL INSURANCE	-	25	13	7	7	7	21	7	66	0.0%	
26 UNEMPLOYMENT	-	-	296	59	59	59	178	59	533	0.0%	
31 OFFICE & OPERATING SUPPLIES	-	1,989	-	250	-	140	389	-	2,378	0.0%	
41 LEGAL FEES/PROFESSIONAL SERVICES	14,000	3,115	10,153	3,612	1,466	1,083	6,161	2,090	21,518	153.7%	
42 COMMUNICATION	-	-	429	-	294	289	582	-	1,011	0.0%	
43 TRAVEL	-	4	-	51	-	-	51	-	55	0.0%	
45 GROUND LEASE	10,950	-	-	-	-	10,950	10,950	-	10,950	100.0%	
46 INSURANCE	11,000	10,185	-	-	-	-	-	-	10,185	92.6%	
48 REPAIRS & MAINTENANCE	-	208	-	-	-	-	-	-	208	0.0%	
49 MISCELLANEOUS	-	-	412	-	-	662	662	-	1,074	0.0%	
51 INTERLOCAL CITY FEES	79,200	14,581	18,135	5,887	4,302	4,605	14,794	3,460	50,970	64.4%	
<b>TOTAL ADMINISTRATION</b>	<b>160,150</b>	<b>40,199</b>	<b>41,548</b>	<b>13,903</b>	<b>10,164</b>	<b>21,832</b>	<b>45,898</b>	<b>9,653</b>	<b>137,298</b>	<b>85.7%</b>	
<b>CAPITAL &amp; DEBT SERVICE</b>											
BRIDGE LOAN PAYMENT	121,458	30,364	30,364	10,121	10,121	10,121	30,364	10,121	101,213	83.3%	
BOND PAYMENT	113,130	-	56,566	-	-	-	-	-	56,566	50.0%	
CIP & LIFE-CYCLE REPLACEMENT	50,000	-	-	-	-	-	-	-	-	0.0%	
CIP RESERVE	30,000	-	-	-	-	-	-	-	-	0.0%	
<b>TOTAL CAPITAL &amp; DEBT SERVICE</b>	<b>314,588</b>	<b>30,364</b>	<b>86,930</b>	<b>10,121</b>	<b>10,121</b>	<b>10,121</b>	<b>30,364</b>	<b>10,121</b>	<b>157,779</b>	<b>50.2%</b>	
<b>OPERATIONS</b>											
11 SALARIES	148,848	35,797	35,920	13,810	11,311	12,171	37,292	12,283	121,292	81.5%	
12 EXTRA LABOR	140,000	39,348	45,226	19,253	18,430	11,865	49,548	12,953	147,075	105.1%	
13 OVERTIME	5,000	1,226	309	-	-	-	-	-	1,535	30.7%	
<b>SALARIES &amp; WAGES</b>	<b>293,848</b>	<b>76,372</b>	<b>81,454</b>	<b>33,063</b>	<b>29,741</b>	<b>24,036</b>	<b>86,840</b>	<b>25,236</b>	<b>269,902</b>	<b>91.9%</b>	
21 FICA	22,005	5,808	6,197	2,518	2,264	1,827	6,609	1,919	20,534	93.3%	
23 PERS	16,379	4,398	4,668	1,467	1,345	1,469	4,280	1,628	14,974	91.4%	
24 INDUSTRIAL INSURANCE	18,050	4,576	4,530	1,885	1,857	1,388	5,130	1,487	15,723	87.1%	
25 LIFE, OPTICAL	1,391	326	317	109	109	109	328	109	1,081	77.7%	
25 MEDICAL, DENTAL, LIFE, OPTICAL	30,937	7,735	8,263	2,843	2,843	2,843	8,528	2,843	27,368	88.5%	
<b>PERSONNEL BENEFITS</b>	<b>88,762</b>	<b>22,843</b>	<b>23,975</b>	<b>8,822</b>	<b>8,417</b>	<b>7,636</b>	<b>24,875</b>	<b>7,987</b>	<b>79,680</b>	<b>89.8%</b>	
31 OFFICE & OPERATING SUPPLIES	10,000	2,428	4,318	1,235	1,272	236	2,743	1,519	11,008	110.1%	
31 CHEMICALS	7,375	2,271	2,218	801	561	1,512	2,874	687	8,051	109.2%	
34 RESALE PURCHASES	1,500	213	358	-	457	-	457	-	1,029	68.6%	
<b>SUPPLIES</b>	<b>18,875</b>	<b>4,912</b>	<b>6,894</b>	<b>2,037</b>	<b>2,290</b>	<b>1,748</b>	<b>6,075</b>	<b>2,207</b>	<b>20,087</b>	<b>106.4%</b>	
41 PROFESSIONAL SERVICES	-	-	-	-	-	-	-	1,076	1,076	0.0%	
42 COMMUNICATION	2,200	464	814	645	278	160	1,083	624	2,985	135.7%	
44 ADVERTISING	10,000	1,194	835	-	-	349	349	416	2,794	27.9%	
45 OPERATING RENTALS & LEASES	750	-	-	-	-	-	-	-	-	0.0%	
47 PUBLIC UTILITY SERVICES	80,000	13,922	16,736	3,035	4,303	4,721	12,059	4,640	47,357	59.2%	
48 REPAIRS & MAINTENANCE	20,800	2,352	11,454	1,522	3,549	271	5,343	-	19,149	92.1%	
49 MISCELLANEOUS	5,200	1,648	1,788	222	393	341	957	229	4,622	88.9%	
49 CREDIT CARD FEES	4,500	856	1,226	587	436	210	1,234	251	3,566	79.2%	
<b>OTHER SERVICES &amp; CHARGES</b>	<b>123,450</b>	<b>20,436</b>	<b>32,853</b>	<b>6,011</b>	<b>8,959</b>	<b>6,054</b>	<b>21,025</b>	<b>7,237</b>	<b>81,550</b>	<b>66.1%</b>	
<b>TOTAL OPERATIONS</b>	<b>524,935</b>	<b>124,562</b>	<b>145,176</b>	<b>49,933</b>	<b>49,408</b>	<b>39,474</b>	<b>138,815</b>	<b>42,666</b>	<b>451,219</b>	<b>86.0%</b>	
<b>TOTAL EXPENDITURES</b>	<b>999,673</b>	<b>195,125</b>	<b>273,654</b>	<b>73,956</b>	<b>69,694</b>	<b>71,427</b>	<b>215,077</b>	<b>62,440</b>	<b>746,296</b>	<b>74.7%</b>	
TRANSFER TO FUND 633	-	-	-	-	-	-	-	-	-	-	
CHANGE IN FUND BALANCE	(25,968)	(111,200)	130,279	(45,961)	(46,300)	(36,647)	(128,907)	182,561	72,732	-280.1%	
BEGINNING FUND BALANCE	440,537	319,430	208,230	338,508	292,547	246,247	338,508	209,601	319,430	72.5%	
<b>ENDING FUND BALANCE</b>	<b>\$ 414,569</b>	<b>\$ 208,230</b>	<b>\$ 338,508</b>	<b>292,547</b>	<b>246,247</b>	<b>\$ 209,601</b>	<b>\$ 209,601</b>	<b>\$ 392,162</b>	<b>\$ 392,162</b>	<b>94.6%</b>	



Tukwila Metropolitan Park District  
 Support Services Summary  
 October 2014

Dept Description	DEPT	Values	Sum of SALARIES & BENEFITS
Mayors Office	03	12.75	586.28
Finance	05	34.75	1,660.54
Parks and Recreation	07	19.00	586.35
Parks	15	5.25	311.95
<b>Grand Total</b>		<b>71.75</b>	<b>\$3,145.12</b>

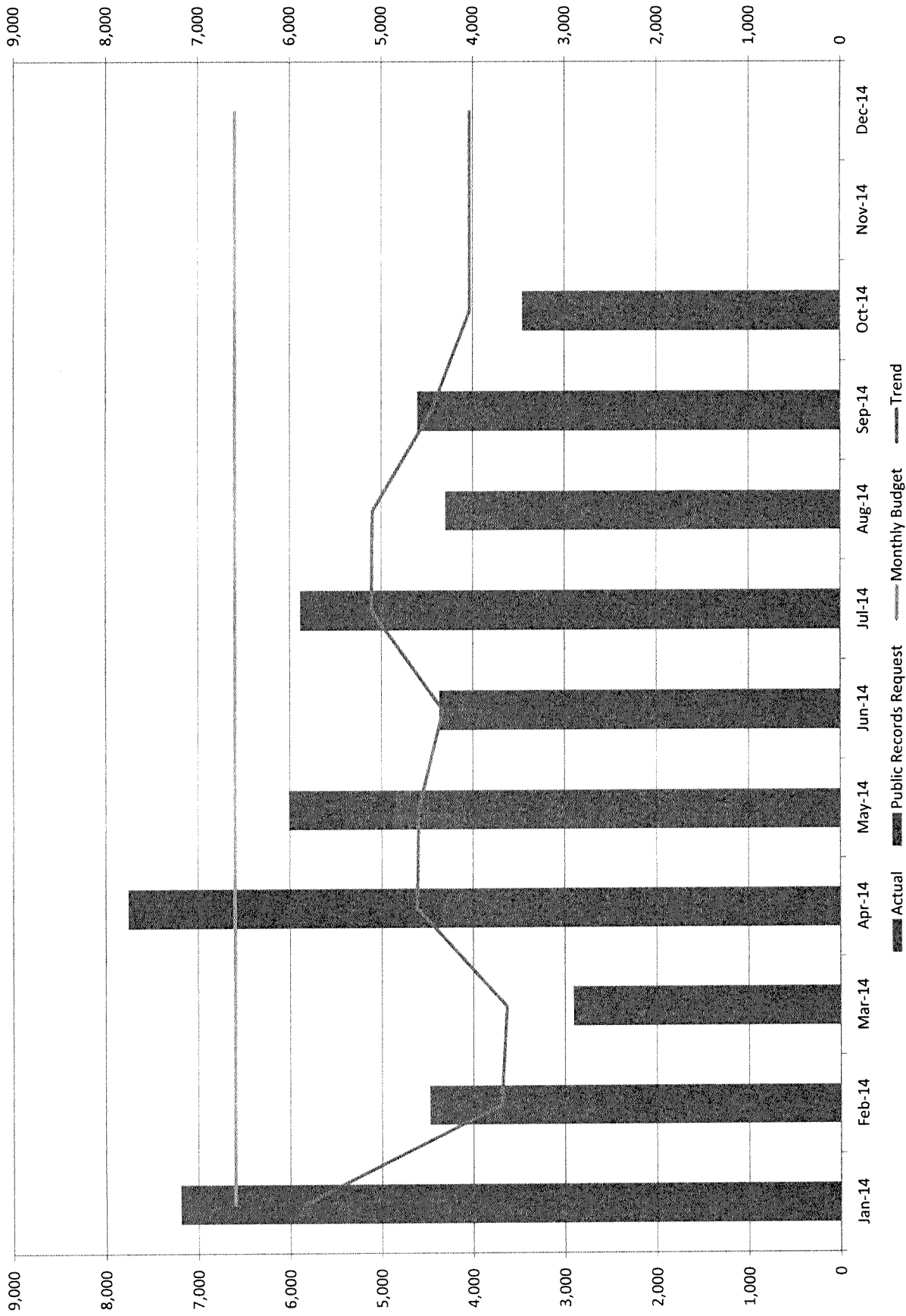
Overhead Expense 10%  
 Invoice Total \$3,459.63

Sum of Hours	Activity Description	Total
ALMBERG-DIDEON, DANA		
	Set up chambers for MPD meeting	1
	Set up for Special MPD meeting	0.5
	MPD tax legislation	0.5
CARLSEN, VICTORIA		
	Researched application process for DES	4
	Meet with Jenmater regarding property tax legislation	1
	Draft property tax memo	0.5
	Review MPD financial statements	0.5
EATON, ROBERT		
	MPD SST Weekly Mig - Document Transfer Discussion	1
	MPD - Mtg with Dave Perkins	5.25
	MPD - Mtg w/ Verna (Transition moving forward post ED Resignation)	1.5
	MPD SST Weekly Meeting w/ ED	1.5
FRICKE, KAREN		
	Payroll Processing	2
	MPD Payroll Processing	1
HART, MELISSA		
	MPD Special Meeting: Convert audio from special meeting for inclusion into the Digital Records Center; communicate with Executive Director on direction for	1
	MPD Meeting: Provide staff support at October MPD Board Meeting, prepare minute template for Lady of Letters, and convert audio for inclusion into the Dig	4.75
	MPD: Assist Board President and Commissioners with several items for unfinished items from October Board meeting and begin preparation of agenda for t	0.5
JUE, LILY		
	Update MPD 2014 Fixed Assets Depreciation Schedules/Entry	3
	Finance & Acctg: MPD Sept 2014 Bank & GL Cash Reconciliation	1.25
	Finance & Acctg: MPD Sept 2014 Bank & GL Cash Reconciliation	5.5
KING, JAMES		
	checked pool readings lubed diving board and pool cover rollers	1.5
	backwashed Pool cleaned filters took readings cleaned strainer	2
	checked reads at pool and greased diving board and pool cover roller	2
	rotate chemical barrels, take readings, lube diving board and pool cover roller	4
	finished cleaning out basement of pool	4
	cleaned all leaves out of gutters	3
	check readings at pool ,grease pool cover roller and diving board	2

Tukwila Metropolitan Park District  
 Support Services Summary  
 October 2014

<b>LE, BAO-TRAN</b>	Digitized records	3
	Transition - converted digital records to pdfs	2
		1
<b>O'FLAHERTY, CHRISTY</b>		3.5
	MPD: Communication to ED regarding year end meetings and notices	0.5
	MPD: communication with Board President and Board Attorney on Special Meeting notice; Work with ED on upcoming public hearings	1
	MPD: Meet with Jenmater and Parks staff regarding transfer of electronic, paper record to the MPD	1
	MPD: Receipt of updated Special Mig. Notice from Board Atty; Prepare notice to newspaper and distribute; direction to City Clerk's staff to post and distribut	1
<b>SAXTON, BARBARA</b>		0.5
	Recreate resolution re opening a new bank account	0.5
<b>ZELLERHOFF, CRAIG</b>		15.5
	MPD Accounting	15.5
<b>JABER, SUSAN</b>		4
	MPD ACCOUNTS PAYABLE PROCESSING	3
	MPD ACCOUNTS PAYABLE MONTH END PROCESSING	1
<b>TAKECHI, RICHARD</b>		1.75
	Prepare MPD excise tax return	0.75
	Process MPD receipts.	1
<b>HANSEN, PENNY</b>		2
	Processing MPD Receipts	1
	Processing MDP Receipts	1
<b>Grand Total</b>		<b>71.75</b>

## 2014 MPD Support Services Cost





**INFORMATIONAL MEMORANDUM**  
**Tukwila Pool Metropolitan Park District**

TO: Tukwila Pool MPD Board

FROM: Steve Burke, Interim Executive Director

DATE: December 2, 2014

SUBJECT: Resolution to Adopt 2015 Budget

---

**ISSUE**

The MPD Board must adopt the 2015 budget by December 31, 2014.

**FINANCIAL IMPACT**

The budget is the MPD financial work plan for 2015.

**BACKGROUND**

A Public Hearing was held on October 22, 2014. The purpose of this memorandum is to serve as a cover for the December 10, 2014 meeting.

**DISCUSSION**

The attached budget is a revised version of what was presented at the November MPD meeting.

**RECOMMENDATION**

It is recommended that the Board approve the Resolution to adopt the MPD 2015 Budget.

**ATTACHMENTS**

Resolution  
2015 MPD Budget





# Tukwila Pool Metropolitan Park District

Resolution No. \_\_\_\_\_

## A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TUKWILA POOL METROPOLITAN PARK DISTRICT ADOPTING THE ANNUAL BUDGET OF THE TUKWILA POOL METROPOLITAN PARK DISTRICT FOR THE FISCAL YEAR 2015.

**WHEREAS**, the TPMPD Budget Committee submitted to the Board of Commissioners a budget and estimate of monies required to meet public expenses for the Tukwila Pool Metropolitan Park District for the year 2015; and

**WHEREAS**, a public hearing on the proposed budget was advertised and held on October 22, 2014;

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

**Section 1.** The Board of Commissioners of the Tukwila Pool Metropolitan Park District hereby adopts the 2015 Tukwila Pool Metropolitan Park District Budget, incorporated by this reference as if fully set forth herein.

**Section 2.** The total of the estimated revenues and appropriations for the Tukwila Pool Metropolitan Park District is \$1,090,000.

**Section 3.** A complete copy of the final budget for 2015, as adopted, together with a copy of this adopting resolution, shall be transmitted by the City Clerk to the Division of Municipal Corporations of the Office of the State Auditor and to the Association of Washington Cities.

PASSED BY THE BOARD OF COMMISSIONERS OF THE TUKWILA POOL METROPOLITAN PARK DISTRICT at a Special Meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
*Kate Kruller, Clerk of the Board*

\_\_\_\_\_  
*De'Sean Quinn, President  
Board of Commissioners*

APPROVED AS TO FORM BY:

Filed with the Clerk: \_\_\_\_\_  
Passed by the Commission: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

\_\_\_\_\_  
*Brian Snure, Commission Attorney*

Attachment: 2015 Tukwila Pool Metropolitan Park District Budget

## General Fund (001)

Account/BARS	Description	2013	2014 Budget	2014 Est	2015 Budget
308.10.00	Restricted Opening Balance (Reserve)	\$0	\$0	\$0	\$0
308.80.00	Unrestricted Opening Balance	\$0	\$0	\$0	\$117,692
<b>308.00</b>	<b>Total Beginning Cash Balance</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$117,692</b>
Account/BARS	Description	2013	2014 Budget	2014 Est	2015 Budget
311.10	Real and Personal Property Tax	\$681,288	\$704,395	\$704,395	\$716,043
<b>311.00</b>	<b>Total General Property Tax*</b>	<b>\$681,288</b>	<b>\$704,395</b>	<b>\$704,395</b>	<b>\$716,043</b>
317.10	Leasehold Excise Taxes	\$0	\$0	\$0	\$0
<b>317.00</b>	<b>Total Excise Taxes*</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
330.10	Misc Gov't Revenue	\$0	\$0	\$0	\$0
<b>330.00</b>	<b>Total Intergovernmental Revenue*</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
341.71	Vending Sales	\$1,558		\$1,500	\$1,500
341.72	Sales of Taxable Merchandise	\$1,116	\$2,000	\$2,200	\$2,200
<b>341.70</b>	<b>Total Sales of Merchandise*</b>	<b>\$2,674</b>	<b>\$2,000</b>	<b>\$3,700</b>	<b>\$3,700</b>
347.31	Activity Fees (Pass Sales)	\$180,752	\$191,800	\$30,000	\$36,000
347.32	Activity Fees (General Admissions)	\$0	\$0	\$32,100	\$34,000
347.61	Program Fees (Swim Classes/Instruction)	\$0	\$0	\$95,804	\$124,092
347.62	Program Fees (Exercise Classes)	\$0	\$0	\$0	\$2,273
347.63	Program Fees (Camps and Special Events)	\$0	\$0	\$0	\$1,700
<b>347.00</b>	<b>Total Cultural and Recreation*</b>	<b>\$180,752</b>	<b>\$191,800</b>	<b>\$157,904</b>	<b>\$198,065</b>
361.10	Interest Earnings	\$0	\$0	\$0	\$1,200
<b>361.90</b>	<b>Total Interest and Other Earnings*</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
362.41	Rentals (Short-Term) (One Time)	\$0	\$0	\$14,715	\$21,900
362.42	Equipment and Locker Rentals	\$0	\$0	\$1,560	\$1,600
362.51	Lease of County Land (DNR Other)	\$0	\$0	\$0	\$0
362.52	Rentals (Long-Term) (Contracted)	\$50,723	\$54,510	\$42,110	\$30,000
<b>362.00</b>	<b>Total Rents, Leases and Concessions*</b>	<b>\$50,723</b>	<b>\$54,510</b>	<b>\$58,385</b>	<b>\$53,500</b>
367.10	Private Gifts, Pledges and Bequests (non-gov)	\$2,963	\$1,000	\$1,150	\$1,000
<b>367.10</b>	<b>Total Contribution from Private Sources*</b>	<b>\$2,963</b>	<b>\$1,000</b>	<b>\$1,150</b>	<b>\$1,000</b>
369.90	Misc.	\$250,081	\$0	-\$200	\$0
<b>369.00</b>	<b>Total Other Misc. Revenue</b>	<b>\$250,081</b>	<b>\$0</b>		<b>\$0</b>
386.00	Sales Tax Collected/Agency Deposits	\$0	\$0	\$0	\$0
<b>386.00</b>	<b>Total Agency Deposits*</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
389.00					
<b>389.00</b>	<b>Total Other Non-Revenues*</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
391.90	Local Loan Program Proceeds				
<b>391.90</b>	<b>Total Proceeds of Long Term Debt*</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
395.10	Sale of Capitol Assets	\$0	\$0	\$0	\$0
<b>395.10</b>	<b>Total Capitol Assets*</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
397.00	Transfer in from other Funds	\$0	\$0	\$0	\$0
<b>397.00</b>	<b>Total Transfer In</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
448.50	Gov't Grants	\$3,059	\$30,000	\$21,698	\$0
<b>448.50</b>	<b>Total Gov't Grants</b>	<b>\$3,059</b>	<b>\$30,000</b>	<b>\$21,698</b>	<b>\$0</b>
	<b>TOTAL REVENUE</b>	<b>\$1,174,214</b>	<b>\$983,705</b>	<b>\$947,232</b>	<b>\$972,308</b>

Account/BARS	Description	2013	2014 Budget	2014 Est	2015 Budget
	<b>OPERATIONAL EXPENDITURES</b>				
576.20.11	Wages Lifeguard	\$131,720	\$140,000	\$170,000	\$70,000
576.20.12	Wages Instructor				\$35,000
576.20.13	Wages Head Guard				\$35,000
576.20.14	Wages Aquatics Manager	\$133,827	\$85,320	\$93,655	\$50,000
576.20.15	Wages Assistant Aquatics Manager		\$63,528	\$65,628	\$50,000
576.20.16	Wages Executive Director		\$45,000	\$45,375	\$45,000
576.20.17	Wages Maintenance				
576.20.18	Overtime	\$1,594	\$5,000	\$2,000	\$2,000
<b>576.20.10</b>	<b>Salaries and Wages Total</b>	<b>\$267,141</b>	<b>\$338,848</b>	<b>\$376,658</b>	<b>\$287,000</b>
576.20.21	FICA	\$20,369	\$22,005	\$29,264	\$21,995
576.20.22	Unemployment				\$8,610
576.20.23	L&I	\$15,740	\$18,050	\$24,000	\$12,485
576.20.24	Benefits/Caeteria Plan	\$42,945	\$48,707	\$50,395	\$21,750
<b>576.20.20</b>	<b>Personnel Benefits Total</b>	<b>\$79,054</b>	<b>\$88,762</b>	<b>\$103,659</b>	<b>\$64,840</b>
<b>576.20.31</b>	<b>Office Supplies</b>				
576.20.31.1	Office Supplies	\$14,521	\$10,000	\$11,000	\$3,000
576.20.31.2	Office Furniture			\$3,000	\$500
576.30.31.3	Printing and Copying Supplies			\$5,500	\$2,500
576.30.31.4	Computer Supplies			\$50,100	\$12,000
<b>576.20.32</b>	<b>Program Supplies and Equipment</b>				
576.20.32.1	Exercise Classes				\$500
576.20.32.2	Swim Classes/Instruction				\$1,500
576.20.32.3	Camps and Special Events				\$500
<b>576.20.33</b>	<b>Maintenance and Repairs Supplies</b>				
576.20.33.1	Uniforms and Clothing				\$3,000
576.20.33.2	Pool Chemicals	\$6,720	\$7,375	\$8,000	\$8,000
576.20.33.3	Cleaning and Janitorial Supplies				\$3,000
576.20.33.4	Lifeguard Supplies and Equip.			\$1,000	\$5,000
576.20.33.5	Maintenance Supplies				\$1,500
<b>576.20.34</b>	<b>Miscellaneous Supplies</b>				
576.20.34.1	Supplies Purchased For Inventory/Resale	\$2,666	\$1,500	\$1,200	\$500
576.20.35.2	Small Tools and Minor Equip.			\$500	\$500
<b>576.20.30</b>	<b>Supplies Total</b>	<b>\$23,907</b>	<b>\$18,875</b>	<b>\$80,300</b>	<b>\$42,000</b>
<b>576.20.41</b>	<b>Professional Services</b>				
576.20.41.1	IT/Computer Service			\$15,000	\$8,000
576.20.41.2	Transaction Services/Merchant Fees	\$4,434	\$4,500	\$4,400	\$4,800
576.20.41.3	Legal Services	\$12,013	\$14,000	\$25,000	\$20,000
576.20.41.4	Translation Services			\$2,275	\$500
576.20.41.5	Landscaping Services				\$2,500
576.20.41.6	Security Services				\$1,400
576.20.41.7	Bank Charges				\$300
576.20.41.8	Misc. Services	\$8,638		\$4,250	\$2,000
<b>576.20.42</b>	<b>Communications</b>				
576.20.42.1	Telephone	\$2,096	\$2,200	\$3,900	\$4,200
576.20.42.2	Postage and Mailing				\$500
576.20.42.3	Website/Internet			\$400	\$6,000
576.20.42.4	Program Advertising	\$7,901	\$10,000	\$10,000	\$9,500
<b>576.20.43</b>	<b>Travel</b>				
576.20.43.1	Travel/Conferences/Conventions				\$500
576.20.43.2	Training			\$2,000	\$2,500
<b>576.20.44</b>	<b>Rentals and Leases</b>				
576.20.44.1	Heavy Equipment	\$297	\$750	\$750	\$750

576.20.44.2	Office Equipment Leases/Rentals				\$300
576.20.44.3	Facility Ground Lease	\$10,950	\$10,950	\$10,950	\$10,950
<b>576.20.45</b>	<b>Insurance</b>				
576.20.45.1	Liability Insurance	\$8,672	\$11,000	\$10,185	\$11,000
<b>576.20.46</b>	<b>Utility</b>				
576.20.46.1	Electrical				\$17,065
576.20.46.2	Gas	\$67,453	\$80,000	\$70,000	\$48,000
576.20.46.3	Water				\$5,905
576.20.46.4	Sewer				\$9,201
576.20.46.5	Garbage				\$1,800
<b>576.20.47</b>	<b>Repairs and Maintenance</b>				
576.20.47.1	Facility Repairs/Maintenance	\$19,540	\$20,800	\$29,655	\$6,000
576.20.47.2	Equipment Repairs/Maintenance				\$8,750
576.20.47.3	Office/IT Equipment Repairs				
<b>576.20.48</b>	<b>Miscellaneous</b>				
576.20.48.1	Print and Copying Service				
576.20.48.2	Memberships and Dues			\$600	\$1,100
576.20.48.3	Subscriptions				\$500
576.20.48.4	Misc. Service	\$5,240	\$5,200	\$5,200	\$1,000
<b>576.20.40</b>	<b>Services Total</b>	<b>\$147,234</b>	<b>\$159,400</b>	<b>\$194,565</b>	<b>\$185,021</b>
576.20.51	External Taxes and Operating Assessments				\$8,448
576.20.52	Business License				\$500
576.20.53	RGRL Fee				\$500
576.20.54	Annual Permits				\$600
576.20.55	Interlocal Agreement	\$90,000	\$79,200	\$65,000	\$0
<b>576.20.50</b>	<b>Intergovernmental Services Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,448</b>
<b>576.20</b>	<b>OPERATIONAL EXPENSES TOTAL</b>	<b>\$517,336</b>	<b>\$605,885</b>	<b>\$755,182</b>	<b>\$587,309</b>
<b>NON-OPERATIONAL EXPENDITURES</b>					
513.11	Executive Director Car Allowance				
513.12	Executive Director Travel				
<b>513.10</b>	<b>Executive Office Total</b>				
513.21	Board of Commissioners/Meetings/Advisory				\$1,500
513.22	Clerk of the Board				\$5,000
513.23	Public Records Request				\$500
<b>513.20</b>	<b>Advisory Services Total</b>				
514.20	State Auditor				\$7,500
514.21	Accounting Services				\$22,600
514.40	Election Costs				
<b>514.00</b>	<b>Accounting, Audits and Election Total</b>				
515.30	Legal Services				
<b>515.00</b>	<b>Legal Services Total</b>				
586.00	Sales Tax/Agency				
<b>586.00</b>	<b>Total Non Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
591.76.71	City Bridge Loan (Principle)	\$80,135	\$121,458	\$121,458	\$121,458
591.76.72	Loans and Bonds (principle)	\$113,130	\$113,130	\$113,130	\$113,130
<b>591.76.70</b>	<b>Total Debt Service Principle</b>	<b>\$193,265</b>	<b>\$234,588</b>	<b>\$234,588</b>	<b>\$234,588</b>
592.76.81	Loans and Bonds (interest)				
<b>592.76.80</b>	<b>Total Debt Service Interest</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
594.76.62	Building and Structures				
594.76.64	Machinery and Equipment				
<b>594.76.60</b>	<b>Total Capital Outlays</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
597.00.301	Transfer Out to Capital Improvement Fund	\$30,000	\$80,000	\$80,000	\$80,000
<b>597.00</b>	<b>Total Transfers Out</b>	<b>\$30,000</b>	<b>\$80,000</b>	<b>\$80,000</b>	<b>\$80,000</b>
	<b>TOTAL NON-OPERATIONAL EXPENDITURES</b>	<b>\$223,265</b>	<b>\$314,588</b>	<b>\$314,588</b>	<b>\$314,588</b>

	<b>TOTAL EXPENDITURES</b>	<b>\$740,601</b>	<b>\$920,473</b>	<b>\$1,069,770</b>	<b>\$901,897</b>
Opening Liabilities	Opening Liabilities				
Current Liabilities	Current Liabilities				
500.00	Cash/Investments				
508.10	Restricted Ending Balance				
508.80	Unrestricted Ending Balance				
<b>508.00</b>	<b>TOTAL ENDING BALANCE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$188,103</b>
	<b>BUDGET SURPLUS</b>				<b>\$70,411</b>



# INFORMATIONAL MEMORANDUM

## Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Brian Snure, Legal Counsel

DATE: December 3, 2014

SUBJECT: Voucher Approval Policy and Resolution

---

### ISSUE

With the transition to King County as the District's Treasurer the County will require a Resolution appointing the District's Auditing Officer in order to issue warrants and electronic transactions.

### FINANCIAL IMPACT

None

### BACKGROUND

The District needs to provide the County with the name(s) of its auditing officers who are authorized to sign vouchers and process payments with the County. The District also requires a procedure consistent with state law to process vouchers when necessary in advance of full Board approval.

### DISCUSSION

The proposed Resolution is in a form authorized by King County. The Resolution simply identifies the District's auditing officers (Board Clerk and Board President). In order to implement the Resolution the District needs to identify its auditing officers by Policy and needs to establish a procedure that allows less than the full board to approve vouchers when such vouchers need to be approved in advance of a full board meeting. The proposed Policy complies with the requirements of RCW 42.24.180. The proposed policy designates the Board Clerk and Board President as the District's auditing officers and allows the Board Clerk and the Board President (or any other commissioner in the absence of the Board President or Clerk) to preapprove qualifying vouchers subject to the restrictions set forth in the policy. The District's existing insurance policies provide all commissioners with the bond identified in the Policy.

### RECOMMENDATION

1. Motion to adopt Policy 2015-01 Voucher Preapproval Policy and Procedure effective January 1, 2015.
2. Motion to approve Resolution No. \_\_ Appointing Auditing Officer.

### ATTACHMENTS

1. Policy 2015-01
2. Draft Resolution





# Tukwila Pool Metropolitan Park District

## VOUCHER PREAPPROVAL POLICY AND PROCEDURE

Policy No. \_\_\_\_\_

**Policy:** The monthly payment of the District's vouchers occasionally requires the issuance and approval of the vouchers prior to the Board of Commissioner's regular monthly meetings to insure timely processing by King County.

Under normal procedure vouchers are approved by the Board of Commissioners at its regular scheduled monthly meeting.

The schedule of the meetings of the Board of Commissioners and the time required for issuance of warrants, occasionally restricts the ability of the Board to approve qualifying vouchers at its regular meeting, and still pay the underlying invoices in a prompt and timely manner.

RCW 42.24.180 authorizes a procedure where the existing problem could be resolved.

**Procedure:** In order to accomplish the purposes expressed above and to comply with RCW 42.24.180 the Tukwila Pool Metropolitan Park District authorizes the following voucher preapproval procedures:

1. The procedure for payment of claims prior to approval by the Board of Commissioners shall apply to any claims against the District under \$50,000 that the District financial officer determines need to be approved prior to the Board's regular meeting "qualifying vouchers."
2. The Board Clerk and the Board President of the District is designated as the District auditing officers and the Board President or any single Commissioner are designated as officers to sign the qualifying vouchers.
3. Each employee or commissioner authorized to sign the qualifying vouchers shall obtain, at District expense, an official bond in the amount of no less than \$50,000 to secure the faithful discharge of their respective duties under this resolution.
4. In the preparation of the qualifying vouchers, the staff shall follow and adhere to established District policies and procedures.
5. The Board Clerk or Board President shall audit and approve the qualifying vouchers each month and the Board Clerk and the Board President shall sign the qualifying vouchers. In the absence of the Board Clerk or Board President any single commissioner may sign the qualifying vouchers. Staff shall then submit the preapproved qualifying vouchers to King County.

6. The Board Clerk shall submit to the Board at its regular monthly meeting a full and complete report of all claims paid on vouchers approved and signed pursuant to this Resolution.
7. In the event that a warrant is issued on an erroneous voucher the Board President and Board Clerk shall cause the disapproved payment to be recognized as a receivable and shall diligently pursue collection of the erroneous payment or take such other action as may be directed by the Board of Commissioners.

# Tukwila Pool Metropolitan Park District

Resolution No. \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TUKWILA POOL METROPOLITAN PARK DISTRICT APPOINTING OF AUDITING OFFICER(S) FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF WARRANTS AND ELECTRONIC TRANSACTIONS PRIOR TO BOARD COMMISSIONERS APPROVAL**

**WHEREAS**, there may be circumstances when the Board Commissioners does not meet prior to a day in which they would need to approve vouchers for the District's warrants and claims; and

**WHEREAS**, there is a need by the District to process warrants and electronic payments in a timely and consistent manner; and

**WHEREAS**, it would be of financial benefit to appoint Auditing Officers to certify the voucher approval document for the correct and certified submission of vouchers to the King County Finance Office without awaiting a Commissioners meeting to authorize specific payments; and

**WHEREAS**, RCW 42.24.180 authorizes the issuance of warrants before approval of the vouchers by the Board Commissioners in order to expedite the payment of claims; and

**WHEREAS**, Policy No. 2015-01 establishes the necessary purchasing and disbursing procedures that implements effective internal control for issuance of warrants and claims as required by RCW 42.24.180;

**THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the Tukwila Pool Metropolitan Park District does hereby authorize the following Auditing Officers, effective January 1, 2015, Kate Kruller and Joe Duffie, to submit warrants and claims for payment and disbursement in accordance with Policy No. 2015-01 prior to the Board taking action to approve said claims.

PASSED BY THE BOARD OF COMMISSIONERS OF THE TUKWILA POOL METROPOLITAN PARK DISTRICT at a Special Meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
*Kate Kruller, Clerk of the Board*

\_\_\_\_\_  
*De'Sean Quinn, Board President*

APPROVED AS TO FORM BY:

\_\_\_\_\_  
*Brian Snure, TPMPD Attorney*

Filed with the Clerk: \_\_\_\_\_

Passed by the Commission: \_\_\_\_\_

Resolution Number: \_\_\_\_\_



# INFORMATIONAL MEMORANDUM

## Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Brian Snure, Legal Counsel

DATE: December 3, 2014

SUBJECT: Public Record Index

---

### ISSUE

Special purpose districts such as the Tukwila Metropolitan Park District are required to comply with the State Public Records Act. The Act requires that the District create and maintain an index of all records unless the creation and maintenance of the index is "unduly burdensome."

### FINANCIAL IMPACT

None

### BACKGROUND

Now that the District will be managing and storing its own records, the District either needs to create and maintain a public record index or adopt a resolution identifying that this would be "unduly burdensome."

### DISCUSSION

The issue is whether the District has sufficient staff resources to create and maintain a public record index. Most smaller governments do not meet this requirement. Given the District's budgetary constraints and the financial impacts and uncertainties surrounding the transition, the District cannot afford to hire a dedicated record custodian with the skills necessary to create and maintain an index of the District's diverse and complex records. The District will maintain records in accordance with the record retention requirements and comply with the Public Records Act but the financial cost of creating and maintaining a complete index would be unduly burdensome at the present time.

### RECOMMENDATION

1. Motion to approve Resolution No. \_\_\_ Declaring the Maintenance of a Public Records Index to be unduly burdensome.

### ATTACHMENTS

Resolution



# **Tukwila Pool Metropolitan Park District**

**Resolution No. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TUKWILA POOL METROPOLITAN PARK DISTRICT ADOPTING A FORMAL POSITION AND DECLARING THE MAINTENANCE OF AN ALL-INCLUSIVE INDEX OF EVERY PUBLIC RECORD TO BE UNDULY BURDENSOME, AS REQUIRED BY CHAPTER 42.56 RCW.**

**WHEREAS**, Title 42, Chapter 56, of the Revised Code of Washington (hereinafter referred to as RCW), requires all public agencies to maintain and make available a current index of public records; and

**WHEREAS**, the RCW also states that if maintaining such an index would be unduly burdensome or interfere with agency operations, an agency must issue and publish a formal order specifying the reasons why and the extent to which compliance would be unduly burdensome; and

**WHEREAS**, the RCW further provides that in spite of such an unduly burdensome order, all indexes maintained by the District must be made available to provide identifying information on those records which are to be made available for public inspection; and

**WHEREAS**, anticipated District revenues do not allow for additional staff members for the sole purpose of creating and maintaining such an all-inclusive index; and

**WHEREAS**, the District has a policy of assisting people who request public information and of providing public records upon request, and does not plan to deviate from that policy;

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

## **Section 1. Findings.**

A. The Revised Code of Washington (RCW) requires all cities and public agencies to maintain and make available a current index of all public records.

B. The RCW also states that if maintaining such an index would be unduly burdensome, or interfere with agency operation, a city must issue and publish a formal order specifying the reasons why and the extent to which compliance would be unduly burdensome.

C. When such an order is made, all indexes maintained by that public agency must be made available to provide identifying information on those records which are available for inspection and/or copying.

E. Because the District has records which are diverse, complex and stored in multiple computer systems and databases, it is unduly burdensome, if not physically impossible, to maintain a central index of records.

F. The District will fully comply with the provisions of the RCW as they relate to the Public Disclosure Act, under Chapter 42.56 RCW

**Section 2. Order regarding Public Records Index.**

Pursuant to RCW 42.56.270(4)(a), the Board of Commissioners orders the following:

1. The Tukwila Pool Metropolitan Park District is not required to maintain an all-inclusive index of public records, due to findings of the Board of Commissioners that the requirement is unduly burdensome and such a list is nearly impossible to create and/or maintain.

2. The Tukwila Pool Metropolitan Park District shall make available all public records and any indexes created for internal use upon request by any citizen.

PASSED BY THE BOARD OF COMMISSIONERS OF THE TUKWILA POOL METROPOLITAN PARK DISTRICT at a Special Meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
*Kate Kruller, Clerk of the Board*

\_\_\_\_\_  
*De'Sean Quinn, Board President*

APPROVED AS TO FORM BY:

Filed with the Clerk: \_\_\_\_\_

Passed by the Commission: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

\_\_\_\_\_  
*Brian Snure, TPMPD Attorney*



## INFORMATIONAL MEMORANDUM

### Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Brian Snure, Legal Counsel

DATE: December 3, 2014

SUBJECT: Professional Services Agreement with Steven Burke

---

#### ISSUE

A Professional Services Agreement with Steven Burke to assist and guide the transition of the TPMPD to a self-operated model.

#### FINANCIAL IMPACT

Outlined in the agreement.

#### BACKGROUND

The District requires the services of an experienced individual to assist with the District's transition to a self-operated model. Mr. Burke offers the necessary experience and is available on an interim basis to provide the needed oversight and guidance in the transition and will be available to assist the District in identifying and hiring an executive director.

#### DISCUSSION

The form of the Agreement is similar to that proposed for the CPA services and, if approved, would hire Mr. Burke as an independent contractor. Although the Board is referring to Mr. Burke as an interim executive director he is not being hired as the executive director but as an interim consultant with specific duties unique to the District's transition to a self-operated model. The critical elements of the Agreement for Board discussion and review are as follows:

1. **Compensation.** \$\_\_\_ per hour and \$\_\_\_ per hour for travel time and \$\_\_\_\_\_ monthly not to exceed amount.
2. **Term.** Contract can be terminated by the TPMPD with 7 days notice.
3. **Duties.** The proposed duties are listed in Exhibit A and are based, in part on the Executive Director job description.

#### RECOMMENDATION

Authorize the Board President to sign a Professional Services Agreement with Steven Burke subject to final approval by Legal Counsel.

#### ATTACHMENTS

Professional Services Agreement



**PROFESSIONAL SERVICES AGREEMENT**  
**Between the Tukwila Pool Metropolitan Park District and**

**Steven Burke**

THIS AGREEMENT is made between the Tukwila Pool Metropolitan Park District, a Washington municipal corporation "TPMPD," and Steven Burke "Contractor."

**I. DESCRIPTION OF WORK.**

Contractor shall perform the following services for the TPMPD:

See the attached **Exhibit A**. "Services"

Contractor further represents that the Services furnished under this Agreement will be performed diligently and in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

**II. TIME OF COMPLETION.** The parties agree that the time period for Contractor to provide the Services described in Section I above shall be reviewed on a monthly basis until such time as the TPMPD Board hires an executive director or otherwise decides to terminate the Agreement in accordance with the provisions of Paragraph VI.

**III. COMPENSATION.** The TPMPD shall pay Contractor an hourly rate of \$\_\_\_\_ for Services rendered and a travel time rate of \$\_\_\_\_ for time spent travelling to and from the TPMPD. Contractor shall be reimbursed for mileage at the current IRS rates and for actual costs incurred for tolls and ferry fares. In no event shall the monthly sum payable to the Contractor exceed \$\_\_\_\_\_ without advance written approval from the TPMPD Board President. The Contractor shall submit monthly invoices identify the services performed and the time spent. The TPMPD shall pay all approved invoices within 30 days of receipt. All hourly rates charged shall remain fixed at the negotiated rates throughout the term of this Agreement.

**IV. ADDITIONAL WORK.** If, during the performance of this Agreement or subsequent to completion of the work under this Agreement, services other than those described in Section I are ordered by the TPMPD, the Contractor agrees to provide said services and the TPMPD agrees to compensate the Contractor for the same according to the method determined at the time the additional services are ordered. The Contractor shall not proceed with said additional services until such time as the cost for the additional services and the method of payment are approved in writing by the TPMPD.

**V. INDEPENDENT CONTRACTOR.** The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with Ch. 51.08 RCW, the parties make the following representations:

- A. The Contractor has the ability to control and direct the performance and details of its work, the TPMPD being interested only in the results obtained under this Agreement.
- B. The Contractor maintains and pays for its own place of business from which Contractor's services under this Agreement will be performed.
- C. The Contractor has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the TPMPD retained Contractor's services, or the Contractor is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.
- D. The Contractor is responsible for filing as they become due all necessary tax documents with appropriate federal and state agencies, including the Internal Revenue Service and the state Department of Revenue.
- E. The Contractor has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by Contractor's business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington.
- F. The Contractor maintains a set of books dedicated to the expenses and earnings of its business.

**VI. TERMINATION.** The TPMPD may terminate this Agreement, with or without cause, upon providing the Contractor seven (7) calendar days written notice at its address set forth on the signature block of this Agreement. The Contractor may terminate this Agreement, with or without cause, upon providing the TPMPD thirty (30) calendar days written notice at its address set forth on the signature block of this Agreement.

**VII. DISCRIMINATION.** The Contractor shall not discriminate against any employee, applicant for employment or any person seeking the services of the Contractor under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status or the presence of any sensory, mental or physical handicap.

**VIII. INDEMNIFICATION.** Contractor shall defend, indemnify and hold the TPMPD, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the TPMPD's negligence. The TPMPD's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification. The provisions of this section shall survive the expiration or termination of this Agreement.

In the event Contractor refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Contractor's part, then Contractor shall pay all the TPMPD's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the TPMPD's legal costs and fees incurred because there was a wrongful refusal on the Contractor's part.

**IX. INSURANCE.** The Contractor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in **Exhibit B** attached and incorporated by this reference.

**X. CONFIDENTIALITY.** In the performance of the Agreement, Contractor may have access to certain confidential information. Contractor agrees to protect confidential information of District against any unauthorized use or disclosure. Without limitation of the foregoing:

- A. Contractor will use such confidential information solely for the purposes of fulfilling the job requirements.
- B. Contractor will disclose such confidential information only to those employees, Consultants, agents and other representatives who have a need to know the same and who understand and acknowledge their obligation and willingness to preserve and hold such confidential information in strict confidence.

**XI. CONTRACTOR'S WORK AND RISK.** The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those services. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

**XII. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY.** Any records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Contractor in connection with the services provided hereunder shall be the property of the TPMPD whether the project for which they were created is executed or not. No confidential information obtained or created by Contractor shall be disclosed to any person or party other than the TPMPD without the TPMPD's prior written consent.

**XIII. MISCELLANEOUS PROVISIONS.**

A. Conflict of Interest. The Contractor represents to the TPMPD that it has no conflict of interest in performing any of the services described herein. In the event that the

Contractor is asked to perform services for a project with which it may have a conflict, the Contractor shall immediately disclose such potential conflict to the TPMPD.

B. Non-Waiver of Breach. The failure of the TPMPD to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

C. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the TPMPD's right to indemnification under Section VII of this Agreement.

D. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void.

F. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the TPMPD and Contractor.

G. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the TPMPD, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. Should any language in any of the exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

**IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.**

<b>CONTRACTOR:</b>  By: _____ Steve Burke  DATE: _____	<b>TUKWILA POOL METROPOLITAN PARK DISTRICT:</b>  By: _____ De'Sean Quinn, Board President  DATE: _____
---	---

<b>NOTICES TO BE SENT TO:</b>	<b>NOTICES TO BE SENT TO:</b> Board President Tukwila Pool Metropolitan Park District 4414 South 144 <sup>th</sup> Street Tukwila, WA 98168
-------------------------------	---

## EXHIBIT A - Contractor Duties

### Primary Duties:

- Assist the TPMPD Board and Aquatics Manger in transitioning the TPMPD to a self operated model including but not limited to representing the Board of Commissioners in working with the City of Tukwila, other 3<sup>rd</sup> party vendors, community groups and organizations and TPMPD legal counsel.
- Assist the TPMPD Board in recruiting and hiring an permanent Executive Director.
- Perform the duties set forth below when necessary to complete the transition.
  - Oversee effective operations of the Metropolitan Park District's Tukwila Pool.
  - Administer on-going TPMPD projects and activities
  - Establish and implement policies and operating procedures for TPMPD
  - Assist TPMPD in serving the citizens of Tukwila and surrounding communities
  - Provide direction, oversight and represent the TPMPD Board to Staff\* and Staff to the Board
  - Develop and facilitate an active planning process including short and long term planning
  - Develop TPMPD policies consistent with organizational vision, goals, and statutory requirements
  - Manage the TPMPD's annual calendar of events working with pool staff
  - Draft the TPMPD agenda and materials for TPMPD meetings (held Monthly and ad-hoc, as needed)
  - Engage in the development of an TPMPD Business Plan, including marketing activities
  - Do research, find resources, evaluate and provide information to the Board of Commissioners and/or staff in support of TPMPD's activities
  - Develop, implement and maintain policy and procedure documents consistent with organizational goals and statutory requirements
  - Develop, implement and maintain operational processes/procedures consistent with Board direction



- Establish policies supportive of Board objectives
- Manage any Board identified Request for Proposals (RFPs) or Quotes (RFQs) needs
- 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
- Ensure TPMPD operates within the approved annual budget
- Develop, recommend to The Board, an annual budget with proposals
- Identify performance metrics for revenue and operational expenses, collate on a monthly basis and review with the TPMPD
- Review monthly TPMPD financial statements and report to Board president
- Develop, document and ensure effective audit processes and trails
- Ensure the coordination of payment of invoices
- Ensure quarterly financial reporting to The Board, as well as annual reporting
- Notify TPMPD Board immediately if the TPMPD budget obligations are not met
- Engage as necessary with assessment of physical plant problems as they arise and assist in defining the scope of work
- Provide oversight to procurement activities for TPMPD, including the provisioning of materials, services, consultants, architects & engineers and contractors (as needed)
- Monitor project progress by working with TPMPD staff, and others, as needed
- Maintain and safeguard the assets, records and documents of the TPMPD
- Benchmark TPMPD against substantially similar community pools
- Work the TPMPD meeting agendas with the President of the Board (who reviews/approves them)

- Assist the President/Clerk of the Board in planning and supporting ad-hoc committees
- Initiate and assist in developing policy recommendations, preparing resolutions and setting priorities
- Facilitate the orientation of new commissioners
- Interface directly with TPMPD legal representation, as necessary, on issues requiring legal attention
- Serve as spokesperson for TPMPD
- Facilitate over the Tukwila Pool Advisory Committee (TPAC) -a citizen group with advisory capacity to The Board; coordinate the agenda
- Coordinate activities of:
  - President of the TPMPD Board and TPAC
  - Contracted services (lawyer, accountant)
  - Local school districts
  - Contracted users of the TPMPD facilities
  - Ensure that the TPMPD's website and other social media services remain current

## **EXHIBIT B - INSURANCE REQUIREMENT**

The Contractor shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverage and in the amounts described below. The Contractor shall furnish evidence, satisfactory to the TPMPD, of all such policies with an insurer acceptable to the TPMPD. During the term hereof, the Contractor shall take out and maintain in full force and effect the following insurance policies:

- a. Comprehensive general liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage).
- b. Automobile liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Automobile liability coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary
- c. Such workmen's compensation and other similar insurance as may be required by law.
- d. Contractor agrees to disclose the existence and nature of any limiting endorsement that applies to any liability insurance policy purchased in accord with this contract.
- e. Contractor's insurance coverage shall be primary insurance as respects the TPMPD and Contractor shall provide documentation of the primary nature of Contractor's insurance. Any insurance maintained by the TPMPD shall be excess of the Contractor's insurance and shall not contribute with it.



**INFORMATIONAL MEMORANDUM**  
**Tukwila Pool Metropolitan Park District**

TO: Tukwila Pool MPD Board

FROM: Verna Seal, Ad Hoc Committee Logistics Chair

DATE: December 3, 2014

SUBJECT: Contract for Services for Lady of Letters

---

**ISSUE**

The TPMPD needs certain services performed for its citizens and does not have the manpower or expertise to perform such services.

**FINANCIAL IMPACT**

Outlined in the contract.

**BACKGROUND**

Our Lady of Letters, Inc. has been assisting the TPMPD and the City with minute transcription.

**DISCUSSION**

Moving forward, the TPMPD will need assistance with taking minutes (which may or may not include setting up recording devices) and transcription of minutes. A proposed contract and scope of work are attached hereto.

**RECOMMENDATION**

Authorize the Board President to sign the Contract for Services with Lady of Letters, Inc. which will be subject to final approval by legal counsel.

**ATTACHMENTS**

Contract  
Scope of Work



## CONTRACT FOR SERVICES

This Agreement is entered into by and between the Tukwila Pool Metropolitan Park District, hereinafter referred to as "the TPMPD," and Lady of Letters, Inc., hereinafter referred to as "the Contractor."

**WHEREAS**, the TPMPD 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 TPMPD desires to have the Contractor perform such services pursuant to certain terms and conditions; 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 TPMPD if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The TPMPD 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 10,000.
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 TPMPD 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 January 1, 2015, and ending December 31, 2015, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and TPMPD 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 TPMPD employees by virtue of the services provided under this Agreement. The TPMPD 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.

6. **Indemnification**. The Contractor shall defend, indemnify and hold the TPMPD, 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 TPMPD. 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 TPMPD, 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. **Insurance**. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the TPMPD's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance**. Contractor shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. **Commercial General Liability** insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The TPMPD shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the TPMPD using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

B. **Other Insurance Provision**. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the TPMPD. Any insurance, self-insurance, or insurance pool coverage maintained by the TPMPD shall be excess of the Contractor's insurance and shall not contribute with it.



- C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- D. **Verification of Coverage.** Contractor shall furnish the TPMPD with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.
- E. **Subcontractors.** The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
- F. **Notice of Cancellation.** The Contractor shall provide the TPMPD and all Additional Insured's for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the TPMPD may, after giving five business days-notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the TPMPD on demand, or at the sole discretion of the TPMPD, offset against funds due the Contractor from the TPMPD.

**8. 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 TPMPD 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 TPMPD.

**9. 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.

**10. Termination.** This Agreement may at any time be terminated by the TPMPD giving to the Contractor thirty (30) days written notice of the TPMPD's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the TPMPD shall have the right to terminate this Agreement immediately.

**11. Discrimination Prohibited.** The Consultant, 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.

**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 TPMPD.

13. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the TPMPD 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 TPMPD shall be sent to the following address:

Clerk of the Board, Tukwila Pool Metropolitan Park District  
4414 South 144<sup>th</sup> Street  
Tukwila, Washington 98168

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

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

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

ATTEST/AUTHENTICATED:

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
TPMPD Board Attorney



## Meeting Minutes Scope of Work

On-Premise and/or Off-Premise options are available for meeting minute transcription as follows:

### **On-Premise:**

A Lady of Letters representative will attend all designated meetings. Said representative will arrive prior to meetings to set up their recording equipment. Representative will be in attendance at each meeting and be responsible for their recording equipment. Recordings are transcribed in Word doc format. Once transcription is complete, minutes are sent through a double proofing process to ensure accuracy and that all requested specifications are fulfilled. Completed minutes are submitted via email within five (5) business days following meeting date.

Costs:

- Travel - \$10/per hour (office headquarters in Everett to Tukwila – travel time will vary depending on traffic conditions)
- Attendance - \$20 per hour
- Transcription of minutes - \$2.00 per meeting minute

Example: *Based on a 2 hour meeting:* Travel (roundtrip) 2.5 hours (time may vary – see above) = \$25, Attendance – 2 hours - \$40, Transcription = \$240.  
Grand Total - \$305

### **Off-Premise:**

On designated meeting dates, either staff will download and/or re-record the meeting audio from a MPD website or MPD will submit an audio of the meeting to Lady of Letters via internet. A staff member is assigned to transcribe the meeting in Word doc format. Once transcription is complete, minutes are sent through a double proofing process to ensure accuracy and that all requested specifications are fulfilled. The finished meeting minutes are submitted via email within five (5) business days following meeting date.

Costs:

- Meeting Minute Transcription - \$2.00 per audio minute

Example: *Based on a 2 hour meeting:* Transcription - \$240  
Grand Total - \$240



**INFORMATIONAL MEMORANDUM**  
**Tukwila Pool Metropolitan Park District**

ITEM NO
<b>5.H.</b>

**TO:** Tukwila Pool MPD Board

**FROM:** Steve Burke, Interim Executive Director

**DATE:** December 2, 2014

**SUBJECT:** Interlocal Agreement between the City of Tukwila and the Tukwila Pool Metropolitan Park District (TPMD).

---

**ISSUE**

An Interlocal agreement to outline the parties' continuing obligations after the City ceases providing the support services to the TPMPD.

**FINANCIAL IMPACT**

Outlined in the agreement.

**BACKGROUND**

The Agreement enclosed in this packet was approved by the Tukwila City Council on November 17, 2015.

**DISCUSSION**

The City Council approved the attached agreement on November 17, 2015. There has been discussion between the Tukwila City Attorney, the MPD attorney, and myself regarding possible amendments to the agreement. However, it is important that we pass this agreement prior to the end of the year. We recommend that you provide direction to the attorneys and myself to work out any suggested minor changes and bring back an amendment to the same at the January TPMPD meeting.

**RECOMMENDATION**

Authorize the Board President to sign an Interlocal Agreement with the City of Tukwila to outline the parties' continuing obligations after the City ceases providing support services to the TPMPD.

**ATTACHMENTS**

Interlocal Agreement



**INTERLOCAL AGREEMENT**  
**by and between**  
**CITY OF TUKWILA and TUKWILA POOL METROPOLITAN PARK DISTRICT**

This Agreement, dated as of \_\_\_\_\_, 2014, is entered into by and between the **City of Tukwila, Washington** (the “City”), a code city organized under the laws of the State of Washington, and the **Tukwila Pool Metropolitan Park District** (“TPMPD”), a municipal corporation organized under the authority of Chapter 35.61 RCW (collectively, the “Parties”). This agreement is entered into under the authority of RCW 35.61.290, .300 and 67.20.010.

NOW, THEREFORE, the Parties agree as follows:

**Section 1. Recitals – Purpose of Agreement.**

1.1. The City of Tukwila is a code city operating under chapter 35A RCW and other applicable state law, and the Tukwila Pool Metropolitan Park District is a municipal corporation created pursuant to a vote of the people held on August 16, 2011 under chapter 35.61 RCW with responsibility for ownership and operation of the Tukwila Pool.

1.2. Since its creation in 2011, the TPMPD has contracted with the City for support services.

1.3 In September 2014, the City provided the TPMPD with notice of its intent to terminate the Parties’ interlocal agreement for support services (the “Support Services ILA”) as of December 31, 2014.

1.4 The Parties acknowledge that there may be continuing obligations on the part of both the City and TPMPD after termination of the Support Services ILA.

1.5 The purpose of this Agreement is to set forth and clarify the roles and responsibilities of the Parties after termination of the Support Services ILA.

**Section 2. TPMPD Records.**

2.1. The Parties acknowledge that TPMPD emails for the period August 16, 2011, through December 31, 2014 cannot be extracted from the City’s email archive and will continue to exist in the City’s email archive. The City agrees that in the event TPMPD receives a public records request for records that may be contained in the City’s email archives, the City shall, upon written request of the TPMPD, search for and provide such records to the TPMPD. The City agrees to provide these records expeditiously; provided, the records may be provided in installments. The TPMPD shall be responsible for processing any public records request for such records, including all correspondence with the requesters.

2.2. The TPMPD agrees to pay the City for providing these records based on the hourly wages and benefits of City staff and their time spent searching for and producing these records. The City shall provide the TPMPD with an itemized invoice identifying the basis for the staff cost, the time spent, and the activities performed.

2.3 The City shall transfer all non-email records belonging to the TPMPD to the TPMPD on or before December 31, 2014, at which time the TPMPD shall become the designated custodian of said records. As the designated custodian of TPMPD records, the TPMPD shall be responsible for compliance with all legal requirements relating to public records, including, but not limited to, records retention and destruction. The TPMPD agrees to retain and destroy all public records pursuant to this agreement consistent with the applicable provisions of Chapter 40.14 RCW, the applicable rules and regulations of the Secretary of State, Division of Archives and Records Management.

### **Section 3. TPMPD Finances.**

3.1. The Parties acknowledge that the City Finance Director has acted as Treasurer for the TPMPD since 2011. The City Finance Director shall transition out of this role on or before December 31, 2014; however, the City Finance Department's expertise and records will be needed to complete the 2014 End of Year Audit (EOY Audit) and to close the TPMPD's financial books for 2014, which will not occur until early 2015.

3.2. The TPMPD agrees to pay the City for providing the services set forth in Section 3.1 above based on the hourly wages and benefits of City staff and their time spent providing these services. The City shall provide the TPMPD with an itemized invoice identifying the basis for the staff cost, the time spent, and the activities performed.

3.3. On or before December 31, 2014, the City will transfer excess TPMPD funds to the TPMPD. For purposes of this Section, "excess" shall mean any funds not needed for known TPMPD expenses that have not been paid yet. However, the exact amount of TPMPD funds will not be known until all 2014 deposits have cleared and all invoices have been paid. The City will conduct a second transfer of all outstanding TPMPD funds to the TPMPD as soon as all 2014 deposits have cleared and all 2014 invoices have been paid.

3.4. Any 2014 invoices that are the responsibility of the TPMPD and that are received by the City after December 31, 2014, shall be transferred to the TPMPD for payment and payment of such invoices shall be the responsibility of the TPMPD.

### **Section 4. City Policies, Procedures, Templates, and Lessons Programs.**

4.1. The City agrees that the TPMPD may adapt and/or utilize any City policies, procedures, templates, or lessons programs created by the City.

### **Section 5. Miscellaneous.**

5.1 Term of Agreement. This Agreement shall take effect as of the date first written above and shall continue until terminated by mutual agreement of the Parties.

5.2 Binding Effect; Assignment; Third Party Beneficiaries. Neither Party may assign its interest or obligation under this Agreement without the prior written consent of the other Party. This Agreement shall inure to the benefit of and shall bind the respective assignees. There are no other third party beneficiaries of this Agreement, and its terms are not intended to



establish nor to create any rights in any persons or entities other than the City, TPMPD, and the respective successors and assigns of each.

5.3 Amendments. No amendment of any provision of this Agreement is valid unless set forth in a written amendment signed by the Parties.

5.4 Waiver. No provision of this Agreement may be waived except if expressly given in writing, and no implied or oral waiver may be used to materially impair the force and effect of any substantive provision of this Agreement. Any waiver of a Party's right with respect to a default under this Agreement, or with respect to any other matter arising in connection therewith, shall not be deemed a waiver with respect to any subsequent default or matter.

5.5 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5.6 Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Washington. The venue for any legal action arising from a dispute under this Agreement is the Superior Court for King County.

5.7 Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the Parties relating to the specific matters covered in this Agreement. All prior or contemporaneous oral or written agreements, understandings, representations or practices relative to the foregoing are superseded, revoked and rendered ineffective for any purpose. No oral agreement or implied covenant may be held to vary the terms of this Agreement, any statute, law or custom to the contrary notwithstanding.

5.8 Time of the Essence. Time and all terms and conditions shall be of the essence of this Agreement.

5.9 Notices. All notices required to be in writing shall be given using the notice addresses in this section. A Party may designate a different notice address by providing written notice to the other Party.

- If to TPMPD: Tukwila Pool Metropolitan Park District  
Board President  
4414 South 144<sup>th</sup> Street  
Tukwila, WA 98188  
Telephone: 206-267-2350  
Email: MPDDirector@Tukwilapool.org
- If to the City: The City of Tukwila  
City Clerk  
6200 Southcenter Blvd.  
Tukwila, WA 98188  
Telephone: 206-433-1800  
E-mail: TukwilaCityClerk@TukwilaWA.gov

5.10 Execution in Counterparts. This Agreement may be executed in one or more counterparts. The Parties agree to execute a release or other appropriate instruments as shall be necessary to certify compliance with the terms of this Agreement upon full and complete satisfaction of the terms of this Agreement.

5.11 Indemnification of the City. The TPMPD shall defend, indemnify and hold the City, its officers, 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 negligence of the City.

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 TPMPD and the City, its officers, officials, employees, and volunteers, the TPMPD's liability hereunder shall be only to the extent of the TPMPD's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the TPMPD'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.

The provisions of this section are expressly intended to apply to any claim brought under the Washington State Public Records Act that relate to provision of TPMPD records held by the City, as well as to any claims arising out of the TPMPD's use of City policies, procedures, templates, or lesson programs.

5.12 Interlocal Cooperation Act Provisions. It is not intended that a separate legal entity be established to conduct this cooperative undertaking. No special budget or funds are anticipated, nor shall any be created. The parties are each responsible for their own finances in connection with this Agreement, and nothing in this Agreement shall be deemed or construed otherwise. The parties do not intend to acquire, hold, or dispose of any real or personal property pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers and representatives as of the date indicated above.

THE CITY OF TUKWILA

TUKWILA METROPOLITAN PARK  
DISTRICT

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

By: \_\_\_\_\_  
De'Sean Quinn, Board President

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Rachel B. Turpin,  
City Attorney

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

