TUKWILA POOL METROPOLITAN PARK DISTRICT

Regular Meeting of the Board of Commissioners

President of the Board: **Ellen Gengler** *Clerk of the Board*: **Aaron Shipman**

Board Members: **Jeri Frangello-Anderson, Vanessa Zaputil, Christine Neuffer**

Recording Secretary: **Richard J. Rabe**

Date and Time: **Monday, January 8, 2018, 6:00 PM** *Resolution Numbers: 2018-01*

Location: **Valley View Sewer District Conference Room at 3460 S 148th St., Tukwila, WA 98168**

1. CALL TO ORDER/MISSION & VISION/PLEDGE OF ALLEGIANCE/ROLL CALL		Page 2
2. APPROVE AGENDA		Page 1
3. CITIZEN COMMENTS *(Limited to 4 minutes)*		
4. CONSENT AGENDA	a) Approve Minutes of Tukwila Pool Metropolitan Park District (TPMPD) Board of Commissioners (BoC) Regular Meeting, December 11, 2017. b) Approve Vouchers	Page 3 - 6 Page 7 - 14
5. REPORTS	a) Commissioners b) Finance c) Director of Aquatics Operations d) District Administrator e) Tukwila Pool Advisory Committee	Page 15 Page 16 - 37 Page 38 - 42 Page 43 - 44 Page 45 - 46
6. BUSINESS ITEMS	a) Resolution 2018-01 - Authorized Signatures for Voucher Approvals b) Contract renewal: Broadview / Ricoh c) 2018 Passes – Rate Review d) Employee Handbook, § 5.1.4., Employee Evaluations, & § 6.6.14. Paid Sick Leave, WACs e) Role of Programming and Marketing Committees f) Survey and Assessments, DAO & DA	Page 47 - 51 Page 52 - 95 Page 96 Page 97 - 106 Page 107 Page 108 - 112
7. MISCELLANEOUS		
8. EXECUTIVE SESSION The TPMPD Board of Commissioners may recess into Executive Session per RCW 42.30.110.		
9. ADJOURNMENT		

TUKWILA POOL METROPOLITAN PARK DISTRICT (TPMPD)

Mission, Vision & Values

TPMPD Mission Statement:

To provide a welcoming public aquatics facility managed in a fiscally-responsible manner with a focus on safety. We carry out this mission with a Board and staff who are compassionate, inclusive and responsive to the needs of our diverse community, working to foster positive and life-long experiences with aquatic environments.

TPMPD Vision Statement:

Contributing to the quality of life for our community, and for future generations, through welcoming, fun, safe and positive aquatic experiences at the Tukwila Pool.

TPMPD Core Values:

We Value…

…a safe, inclusive, caring public resource that is integrated into the fabric of our community

…educating all ages of our community in the lifelong skills of swimming and water safety

…integrity and maintaining the highest ethical standards by communicating honestly and transparently

…treating everyone with respect and embracing diverse opinions

…conducting our business and maintaining our facility in a fiscally-responsible manner that ensures the community can depend on aquatics as an available resource for generations to come

…creative, affordable and fun programming that is responsive to the community's needs and contributes to the overall health and wellness of the community

…a spirit of collaboration and innovation when working with others to enhance services available for our community members

…our amazing volunteers!

…citizens of Tukwila whose support allows every resident and staff member to feel a sense of ownership of the pool

TUKWILA POOL METROPOLITAN PARK DISTRICT

December 11, 2017, 6:00 p.m.
Valley View Sewer District Conference Room
3460 S. 148th Street, Tukwila, WA 98168

BOARD OF COMMISSIONERS REGULAR MEETING MINUTES

1. CALL TO ORDER

President of the Board: President Frangello-Anderson called the meeting to order at 6:00 p.m.

TPMPD MISSION, VISION, AND VALUES STATEMENT was recited by President Frangello-Anderson.

THE PLEDGE OF ALLEGIANCE was recited by the attendees.

ROLL CALL
TUKWILA POOL METROPOLITAN PARK DISTRICT COMMISSIONERS
Present were: Commissioner Ellen Gengler, Commissioner Vanessa Zaputil, and President Jeri Frangello-Anderson.
TUKWILA POOL METROPOLITAN PARK DISTRICT REPRESENTATIVES
Present were: Richard Rabe, District Administrator
MEMBERS OF THE TUKWILA COMMUNITY
Present were: Aaron Shipman, Commissioner-Elect; Kristine Selleck, TPMPD Bookkeeper

MOVED BY ZAPUTIL TO EXCUSE NEUFFER, GENGLER SECONDED. MOTION CARRIED (4-0).

2. AGENDA

MOVED BY ZAPUTIL TO APPROVE THE AGENDA AS PRESENTED, GENGLER SECONDED. MOTION CARRIED (4-0).

3. CITIZEN COMMENTS

Dave Puki spoke about the new Drop-In Swim rate.

4. CONSENT AGENDA

a.) Approval of Minutes of the Tukwila Pool Metropolitan Park District (TPMPD) Board of Commissioners (BoC) Regular Meeting, November 13, 2017, and the Minutes of the Tukwila Pool Metropolitan Park District (TPMPD) Board of Commissioners (BoC) Special Meeting, November 29, 2017. President Frangello-Anderson invited discussion. No further discussion took place.

MOVED BY GENGLER TO APPROVE THE MINUTES OF November 13, 2017, and November 29, 2017. ZAPUTIL SECONDED. MOTION CARRIED (3-0). SHIPMAN ABSTAINED.

MOVED BY ZAPUTIL TO APPROVE THE MINUTES OF November 29, 2017. GENGLER SECONDED. MOTION CARRIED (3-0). SHIPMAN ABSTAINED.

b.) Approval of Vouchers
President Frangello-Anderson invited discussion, to which there was none.

MOVED BY GENGLER TO APPROVE THE VOUCHERS. ZAPUTIL SECONDED. MOTION CARRIED (5-0). Zaputil said the Board should add the remaining three Commissioners to the first page of the Authorized Signatures form on file with the King County Treasurer, so that any one of the Commissioners could sign vouchers along with the District Administrator or the CPA. Frangello-Anderson noted it could be done as an update in 2018.

5. REPORTS

a.) Commissioners Reports:

Commissioner Zaputil, attended the finance committee meeting, and noted that the audit is an ongoing process, and said she attended the "Spirit of Giving" event.

Commissioner Gengler, attended the finance committee meeting that produced a final proposed budget for 2018, also noting that the flyers for the "Winter Fiesta" are finished and distributed to the schools.

Commissioner Shipman, attended the "Spirit of Giving" event, and he looks forward to his full report next month.

President Frangello-Anderson, said the "Spirit of Giving" was a very touching event, and the parks department gave a nice "shout out" to the Tukwila Pool.

b.) Finance: Gengler invited questions, noting the presence of Bookkeeper Kristine Selleck as a source of direct answers to finance questions. Shipman asked if there were any shortages or overages in the past month? Gengler asked about amounts on pages 47 and 48 of the Agenda Packet, and Kristine Selleck explained those items, as well as offering explanations of the financial reports generally. Gengler announced the next Finance Committee meeting will be December 13, 2017, at 4:00 p.m.

c.) Director of Aquatic Operations Report: Explained the activities of the Done-In-A-Day that are planned, adding that an In-Service Staff meeting will happen after the "Winter Fiesta" event, followed by a Holiday Party for the staff. The community was engaged in a "Global to Local" meeting where changes to the single-gender swim rules were explained. Simpson said Still Waters agreed to send $19,800 by check for the Kaiser Permanente grant funding.

d.) District Administrator Report: Page 51, no questions were posed.

e.) TPAC Report: Shipman reported the discussion of the TPAC Bylaws. Simpson said a writer for the Tukwila Reporter may be interested in joining TPAC, as she's presently taking swimming lessons.

6. BUSINESS ITEMS

a.) As Notary Public, Kristine Selleck administered the oath of office to Aaron Shipman to fill TPMPD Board of Commissioners Position #5, to run from January 1, 2018 through December 31, 2023.

b.) Public Hearing re: 2018 Budget

No Comments from the Audience were offered.

c.) 2018 Budget Resolution:

GENGLER MOVED TO APPROVE RESOLUTION 2017-07 FOR THE 2018 TPMPD BUDGET. ZAPUTIL SECONDED. MOTION CARRIED (4-0).
Zaputil noted a large difference in the Facilities Repairs and Maintenance line item on the budget compared to that item on the 2017 budget. Gengler said that some items could not be included but that there is room to make adjustments throughout the year, and that this is a "living document." Zaputil said nothing was taken out of the 2017 budget, but some things were added in for 2018. Questions were asked about the schedule for painting; the cost, warranty and lifespan of the flooring replacement; Zaputil explained the fund transfer amount on line 233.

d.) Appointment of TPAC Members:

GENGLER MOVED TO RE-APPOINT JACQUE CARROLL AND DIANE MYERS TO TPAC. SHIPMAN SECONDED. MOTION CARRIED (4-0).

e.) Board of Commissioners: Officer Selections

ZAPUTIL NOMINATED CHRISTINE NEUFFER TO THE POSITION OF PRESIDENT OF THE TPMPD BOARD OF COMMISSIONERS, AND ELLEN GENGLER TO THE POSITION OF CLERK OF THE BOARD. FRANGELLO-ANDERSON SECONDED. After lengthy discussion, the nomination was withdrawn by Zaputil. **GENGLER NOMINATED AARON SHIPMAN TO THE POSITION OF CLERK OF THE BOARD, WHO ACCEPTED THE NOMINATION. SHIPMAN SECONDED. AARON SHIPMAN WAS ELECTED TO BE THE CLERK OF THE BOARD IN 2018 (3-1), WITH FRANGELLO-ANDERSON VOTING NAY. SHIPMAN NOMINATED ELLEN GENGLER TO THE POSITION OF PRESIDENT OF THE TPMPD BOARD OF COMMISSIONERS. GENGLER ACCEPTED THE NOMINATION. GENGLER SECONDED. ELLEN GENGLER WAS ELECTED TO BE THE PRESIDENT OF THE BOARD IN 2018 (3-0), WITH ZAPUTIL ABSTAINING.**

f.) 2018 Board of Commissioners' Meetings Schedule:

Zaputil pointed out a correction to the Financial Impact of the meetings, as it should be $402 per meeting. **ZAPUTIL MOVED TO APPROVE RESOLUTION 2017-08 BY TITLE ONLY. GENGLER SECONDED. MOTION CARRIED (4-0).**

g.) 2018 Agenda Schedule – The Commissioners agreed to use President Frangello-Anderson's chart as the basis for scheduling, and will consider additions to it throughout 2018.

h.) Contract Renewals: GDM Private Financial Solutions and Snure Law

ZAPUTIL MOVED TO APPROVE RENEWAL OF THE SERVICES CONTRACTS OF GDM PRIVATE FINANCIAL SOLUTIONS AND SNURE LAW FOR 2018. GENGLER SECONDED. MOTION CARRIED (4-0).

i.) WCIA Insurance premium / deductible choice, Property Program:

GENGLER MOVED TO APPROVE THE WCIA INSURANCE COVERAGE WITH THE CURRENT RATE OF $5,000 ANNUAL DEDUCTIBLE WITH AN ANNUAL PREMIUM OF $6,095. ZAPUTIL SECONDED. After DA Rabe explained the differences between the existing premium/deductible rates and the potential savings of $1,583 by raising the deductible the motion was withdrawn by Gengler. Zaputil noted that the cost savings has a 13-year break even point.
ZAPUTIL MOVED TO APPROVE THE CHOICE OF A $25,000 ANNUAL DEDUCTIBLE WITH AN ANNUAL PREMIUM OF $4,512. GENGLER SECONDED. MOTION CARRIED (4-0).

j.) Employee Handbook:

ZAPUTIL MOVED TO APPROVE THE EMPLOYEE HANDBOOK, WITH REVISIONS TO SECTION 6. (Benefits and Leave), TO BECOME EFFECTIVE JANUARY 1, 2018. GENGLER SECONDED. MOTION CARRIED (4-0).

7. MISCELLANEOUS

None

8. EXECUTIVE SESSION

None

9. ADJOURNMENT

GENGLER MOVED TO ADJOURN, SECONDED BY ZAPUTIL. MOTION CARRIED (4-0).

The meeting concluded at 8:57 p.m.

_____ _____

Commissioner Aaron Shipman, Clerk of the Board Date:

[NOTHING FOLLOWS]

King County

Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 12/12/2017
Total Amount: $177.03
Control Total: 2
Payment Method: WARRANT

District Name: Tukwila Pool Metropolitan Park District
File Name: AP_TUKPLMPD_APSUPINV_20171205100958.csv
Fund #: 175910010

CONTACT INFORMATION

Preparer's Name: Kristine Selleck

Email Address: accounting@tukwilapool.org

PAYMENT CERTIFICATION RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims ***(Auditing Officer(s) or Board Member(s))*** **:**

Authorized District Signature	Date	Authorized District Signature	Date
	12/8/17	Richard J. Rabe	12/8/17
	12/8/17		

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable
Attn: Special Districts
401 5th Avenue.

Email: SpecialDist.AP@kingcounty.gov
Fax: (206) 263-3767

KING COUNTY FINANCE USE ONLY:

Batch Processed By: _____

Date Processed: _____

King County

Special District Voucher Approval Document

KC v2.0

District Name: Tukwila Pool Metropolitan Park District

File Name: AP_TUKPLMPD_APSUPINV_20171205100958.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
COMCAST BUSINESS			20171128	11/28/2017	$171.63	SERVICE DATES: DEC 08, 2017 TO JAN 07, 2018 BUSINESS CABLE AND INTERNET
RICHARD J. RABE			20171129	11/29/2017	$5.40	SERVICE DATE: 11-29-2017 10 MILES FOR BARS ROUND TABLE TRAINING EVENT, RENTON LIBRARY

King County

Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 12/19/2017
Total Amount: $2,161.04
Control Total: 5
Payment Method: WARRANT

District Name: Tukwila Pool Metropolitan Park District
File Name: AP_TUKPLMPD_APSUPINV_20171211100300.csv
Fund #: 175910010

CONTACT INFORMATION

Preparer's Name: Kristine Selleck

Email Address: accounting@tukwilapool.org

PAYMENT CERTIFICATION RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims *(Auditing Officer(s) or Board Member(s))* :

Authorized District Signature	Date	Authorized District Signature	Date
[signature]	12-11-17	Richard J. Rahe	12-11-17

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Date Processed: _____

TPMPD Page 9

King County

Special District Voucher Approval Document

District Name: Tukwila Pool Metropolitan Park District

File Name: AP_TUKPLMPD_APSUPINV_20171211100300.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
AIRGAS NATIONAL CARBONATION			34307059	11/30/2017	$91.80	RENTAL PERIOD: 11/01/2017 - 11/30/2017 CARBON DIOXIDE CYLINDER RENTAL
ALARM CENTER, INC.			1098301	12/04/2017	$292.29	SERVICE DATE: 11/16/2017 FIRE AND SECURITY MONITORING EQUIPMENT SERVICE AND KEYPAD REPLACEMENT
CONSOLIDATED PRESS PRINTING COMPANY			20220 Pool	11/30/2017	$1,184.05	SHIP DATE: 12/01/2017 POOL INSERT (QTY: 13950)
RICOH USA, INC.			99800013	12/05/2017	$535.90	BILLING PERIOD: 11/30/2017 - 12/29/2017 EQUIPMENT RENTAL, ADDITIONAL IMAGES, TAXES
VALLEY VIEW SEWER DISTRICT			20171201	12/01/2017	$57.00	SERVICE DATES: 11/01/2017 - 11/30/2017 UTILITIES SEWER

King County

Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 12/27/2017
Total Amount: $13,148.49
Control Total: 6
Payment Method: WARRANT

District Name: Tukwila Pool Metropolitan Park District
File Name: AP_TUKPLMPD_APSUPINV_20171218103007.csv
Fund #: 175910010

CONTACT INFORMATION

Preparer's Name: Kristine Selleck

Email Address: accounting@tukwilapool.org

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I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims *(Auditing Officer(s) or Board Member(s))*:

Authorized District Signature	Date	Authorized District Signature	Date
	12/18/2017	Richard J. Rolue	12-18-17

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable
Attn: Special Districts
401 5th

Email: SpecialDist.AP@kingcounty.gov
Fax: (206) 263-3767

KING COUNTY FINANCE USE ONLY:

Batch Processed By: _____

Date Processed: _____

King County

Special District Voucher Approval Document

KC v2.0

District Name: Tukwila Pool Metropolitan Park District

File Name: AP_TUKPLMPD_APSUPINV_20171218103007.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
BROADVIEW NETWORKS			17526124	12/09/2017	$467.66	SERVICE DATES: 11/09/2017 - 12/08/2017 LINE CHARGES, FEATURES & FEES USAGE, TAXES AND SURCHARGES
CASCADE COMPUTER MAINTENANCE, INC.			1074277	11/22/2017	$1,403.91	SERVICE DATE: 11/17/2017 INSTALLATION AND PURCHASE OF NEW FRONT DESK COMPUTER AND CASH DRAWER
CITY OF TUKWILA			MB-02714	12/01/2017	$10,121.48	BILLING DATE: DECEMBER / 2017 CITY BRIDGE LOAN PAYMENT
REC-1			REC1-013232	12/01/2017	$144.82	SERVICE DATES: 11/01/2017 TO 11/30/2017 REVENUE PROCESSING SOFTWARE
STATE AUDITOR'S OFFICE			L123104	12/12/2017	$418.95	SERVICE DATES: NOVEMBER 2017 - ACCOUNTABILITY AUDIT 4.5 HRS
WALTER E NELSON CO.			628263	12/06/2017	$591.67	SHIP DATE: 12/05/2017 JANITORIAL SUPPLIES

King County

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Scheduled Payment Date: 01/04/2018
Total Amount: $3,168.21
Control Total: 4
Payment Method: WARRANT

District Name: Tukwila Pool Metropolitan Park District
File Name: AP_TUKPLMPD_APSUPINV_20171226114921.csv
Fund #: 175910010

CONTACT INFORMATION

Preparer's Name: Kristine Selleck

Email Address: accounting@tukwilapool.org

PAYMENT CERTIFICATION RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims *(Auditing Officer(s) or Board Member(s))*:

Authorized District Signature	Date	Authorized District Signature	Date
	12/27/2017	Richard L Rider	12-27-17
Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable
Attn: Special Districts
401 5th

Email: SpecialDist.AP@kingcounty.gov
Fax: (206) 263-3767

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Date Processed: _____

King County

Special District Voucher Approval Document

KC v2.0

District Name: Tukwila Pool Metropolitan Park District

File Name: AP_TUKPLMPD_APSUPINV_20171226114921.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
HIGHLINE DESIGN ALLIANCE			17-005	12/17/2017	$540.00	WINTER 2018: TUKWILA POOL BROCHURE W/REVAMPED SCHEDULE PAGE (7 HOURS) WITH 2 HOURS FOR PHOTOS ON 10/21/2017 AND 12/15/2017
ORKIN PEST CONTROL			163421691	12/13/2017	$86.60	SERVICE DATE: 11/08/2017 SCH SVC PC STANDARD - QUARTERLY 4-PC STANDARD (ACCOUNT 27871600)
SEATTLE CITY LIGHT			20171219	12/19/2017	$1,335.25	SERVICE DATES: 11/15/2017 - 12/15/2017 UTILITIES ELECTRIC
WATER DISTRICT NO. 125			20171220	12/20/2017	$1,206.36	SERVICE DATES: 10/19/2017 - 12/15/2017 UTILITIES WATER

Commissioners' Reports

Tukwila Pool Metropolitan Park District

BALANCE SHEET

As of November 30, 2017

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
111.10 US Bank Checking Acct - 5669	27,975.56
111.11 US Bank Deposit Acct - 8744	135,517.26
111.21 KC Fund 175913010 Capital Improvement Project (CIP)	257,685.56
115.21 KC Fund 175910010 General	**337,487.05**
Total Bank Accounts	**$758,665.43**
Other Current Assets	
113.00 Change Fund	300.00
Undeposited Funds	1,717.25
Total Other Current Assets	**$2,017.25**
Total Current Assets	**$760,682.68**
Fixed Assets	
172.00 Tukwila Pool - Building	2,032,757.62
181.00 Tukwila Pool - Non Building	30,264.37
Total Fixed Assets	**$2,063,021.99**
TOTAL ASSETS	**$2,823,704.67**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	**$550.27**
Other Current Liabilities	
231.00 Payroll Liabilities	**4,434.21**
Total Other Current Liabilities	**$4,434.21**
Total Current Liabilities	**$4,984.48**
Long-Term Liabilities	
217.10 Bond Payable	513,548.90
227.00 Bridge Loan Payable	632,104.39
Total Long-Term Liabilities	**$1,145,653.29**
Total Liabilities	**$1,150,637.77**
Equity	**$1,673,066.90**
TOTAL LIABILITIES AND EQUITY	**$2,823,704.67**

Tukwila Pool Metropolitan Park District - Budget Report

	A	B	C	E	F	G	H	K	L
1	Item Description	GL Code	Notes	2016 Budget	2016 Actuals	2017 Budget	2017 Actuals: Year to 11/30/2017	2018 Budget	2018 Actuals: Year to MM/2018
2	**Unrestricted Opening Balance**	**308.80.00**		**198,375.00**	**198,389.00**	**238,546.00**	**271,557.67**	**483,526.59**	
3	**Revenues**								
4	**General Property Tax**								
5	Real and Personal Property Tax	311.10.00	Based on estimates provided by King County	790,492.00	795,676.52	862,277.00	892,536.85	918,571.00	
6			**Total 311 General Property Tax**	**790,492.00**	**795,676.52**	**862,277.00**	**892,536.85**	**918,571.00**	
7	**Local Retail Sales & Use Taxes**								
8	Sales Tax Collected	313.11.00	10% of Taxable sales	5,738.00	6,108.63	5,453.00	6,802.18	7,555.00	
9			**Total 313 Local Retail Tax**	**5,738.00**	**6,108.63**	**5,453.00**	**6,802.18**	**7,555.00**	
10	**Merchandise**								
11	Taxed Merchandise Taxable	341.70.10	Gatorade, goggles, swim caps, shirts, etc	1,700.00	2,390.84	3,000.00	2,537.90	3,000.00	
12	Untaxed Merchandise Non-taxable	341.70.20	all consumable products sold (except Vitamin Water and Gatorade)	700.00	1,332.36	1,900.00	2,804.26	2,000.00	
13			**Total 341 Merchandise**	**2,400.00**	**3,723.20**	**4,900.00**	**5,342.16**	**5,000.00**	
14	**Cultural and Recreation**								
15	Activity Fees (General Passes) Taxable	347.30.10		20,400.00	23,641.12	22,500.00	18,323.19	24,200.00	
16	Activity Fees (General Admissions) Taxable	347.30.20		31,200.00	29,895.49	27,000.00	34,487.60	38,500.00	
17	Activity Fees (Special Events) Taxable	347.30.30		1,800.00	1,314.61	1,600.00	2,007.46	2,200.00	
18	Program Fees (Swim Classes) Non-taxable	347.60.10	2018 $10,000 scholarships for Tukwila residents, $10,000 grant total= $20,000 scholarship	80,000.00	61,278.50	93,000.00	65,411.18	60,000.00	
19	Program Fees (Exercise Classes) Non-taxable	347.60.20		1,500.00	330.89	800.00	342.00	300.00	
20	Program Fees (Lifeguard Classes) Non-taxable	347.60.30	*2018: 10 patrons at $125 each	1,000.00	-	1,000.00	880.00	1,250.00	
21	Other Fees (pass through to Red Cross) Non-taxable	347.90.00	Patrons paying for lifeguard class (cert fee included) *2018 estimated 10 patrons x $35=$350	200.00	100.00	300.00	105.00	350.00	
22			**Total 347 Cultural and Recreation**	**136,100.00**	**116,560.61**	**146,200.00**	**121,556.43**	**126,800.00**	
23	**Interest**								
24	Interest Earnings	361.10.00		850.00	2,564.03	2,500.00	4,281.69	4,500.00	
25			**Total 361 Interest**	**850.00**	**2,564.03**	**2,500.00**	**4,281.69**	**4,500.00**	
26	**Rents, Leases and Concessions**								
27	Rentals (Short-Term, One Time) Taxable	362.40.10	Provide customer information	3,600.00	5,049.92	3,000.00	7,577.75	7,150.00	
28	Equipment and Locker Rentals - Taxable	362.40.20		1,000.00	328.76	1,200.00	985.96	500.00	
29	Rentals (Long-Term/Contracted) Non-taxable	362.40.30	CAAT $35,917.75; Kennedy $19400; Foster $2100; Synchro $4200; Alaska $1000; Tukwila camps $2900, Kayak $10,500, Tukwila Parks and Rec $2,800; Seattle Gospel Union $500 =$76,600	42,000.00	54,186.00	50,000.00	88,443.35	83,950.00	
30			**Total 362 Rents, Leases and Concessions**	**46,600.00**	**59,564.68**	**54,200.00**	**97,007.06**	**91,600.00**	
31	**Contributions from Private Sources**								
32	Cash Donations Non-taxable	367.10.10	Not tax deductible	250.00	190.00	250.00	533.00	200.00	
33	Gifts In-Kind Non-taxable	367.10.20	Not tax deductible		-		-		
34	Grant Revenue Swim Lessons	367.10.30	Funds from Kaiser Grant					10,000.00	
35	Grant Revenue Junior Guard	367.10.40	Funds from Kaiser Grant					5,000.00	
36	Grant Revenue Misc. Overhead	367.10.50	Funds from Kaiser Grant					5,000.00	
37			**Total 367 Contributions**	**250.00**	**190.00**	**250.00**	**533.00**	**20,200.00**	
38	**Miscellaneous Revenue**								
39	Unapplied Cash Income (Account Credit)	369.00.10	Provide customer information				53.27		
40	Other Miscellaneous Revenue Non-taxable	369.91.00	provide detail if used		(23.84)		(362.43)		
41	Adult Free Passes Applied	369.91.20	20% of those distributed			60.00	-		
42	Youth Free Passes Applied	369.91.30	20% of those distributed			300.00	9.00		
43	Scholarship Funds Applied	369.91.10	Include name of recipient	10,000.00	10,069.37	10,000.00	6,182.42	10,000.00	
44	Discounts Applied	369.91.40	(added Spring 2017)				(44.00		
45	Gift Certificates	369.91.50	(added Spring 2017)				322.00		
46	Deposit Over / Short	369.91.90					1.56		
47			**Total 369 Miscellaneous Revenue**	**10,000.00**	**10,045.53**	**10,360.00**	**6,161.82**	**10,000.00**	
48	**Sales of Capital Assets**								
49	Sales of Capital Assets	395.10.00					272.73		
50			**Total 395 Sale of Capital Assets**	-	-	-	**272.73**	-	
51	**Nonrevenue Transfers In**								
52	Transfers In from Capital Improvement Fund	397.00.10		50,000.00			-		
53			**Total 397 Transfers-In**	**50,000.00**	-	-	-		
54	**Total Revenue**			**1,042,430.00**	**994,433.20**	**1,086,140.00**	**1,134,493.92**	**1,184,226.00**	

	A	B	C	E	F	G	H	K	L
1	Item Description	GL Code	Notes	2016 Budget	2016 Actuals	2017 Budget	2017 Actuals: Year to 11/30/2017	2018 Budget	2018 Actuals: Year to MM/2018
55	**Expenditures**								
56	**Board Expenditures**								
57	BOC Stipend	576.20.100.10.00	3 @ $114 per meeting x 15 meetings	5,000.00	1,605.50	5,130.00	4,788.00	5,130.00	
58	**BOC Supplies**								
59	BOC Office Supplies	576.20.100.30.10	business cards, etc.	250.00	64.51	100.00	-	100.00	
60	BOC Equipment	576.20.100.30.20	Gavel, nameplates, etc.	200.00	185.19	100.00	18.68	100.00	
61	BOC Meeting Food	576.20.100.30.30	retreat	250.00	120.97	250.00	102.07	250.00	
62	**BOC Services**								
63	Consultant Fees	576.20.100.40.10		500.00	23.50	500.00	-	300.00	
64	Transcription Services	576.20.100.40.20	$360 per meeting (avg.) x 15 meetings	3,200.00	5,634.00	5,400.00	3,238.00	750.00	
65	Meeting Site Rental	576.20.100.40.30		1,000.00	670.00	600.00	-	600.00	
66	Public Records Request	576.20.100.40.40		1,000.00	16.43	500.00	-	500.00	
67	BOC Travel (non-development)	576.20.100.40.50	Mileage, ferries, parking, gas, etc	200.00		200.00	-	100.00	
68	**BOC Development**								
69	Travel/Transportation	576.20.100.40.61	For development purposes only	200.00	58.45	200.00	43.60	200.00	
70	Tuition/Registration Fees	576.20.100.40.62		650.00	250.00	650.00	-	650.00	
71	BOC Notices/Ads	576.20.100.40.70	For posting legal notices or ED positior	1,000.00	812.73	200.00	135.00	200.00	
72	**BOC Intergovernmental Costs**								
73	Election Costs	576.20.100.50.10	billed in 2018 for the 2017 election cycle	5,900.00	5,988.43	-	-	6,000.00	
74			**Total 576.20.100 Board Expenditures**	**19,350.00**	**15,429.71**	**13,830.00**	**8,325.35**	**14,880.00**	
75	**Executive Expenditures**								
76	**Executive Salaries & Wages**								
77	Wages Executive Director/District Administrator	576.20.200.10.10	(*2016 Actual includes Admin Dir for 2 months	45,000.00	43,854.09	46,456.00	34,539.19	37,740.00	
78	Other Taxable Compensation (Benefit Stipend	576.20.200.10.20	(*see note above)	6,750.00	5,343.75	6,968.00	4,949.71	5,661.00	
79	**Executive Personnel Benefits**								
80	***Non-Taxable Benefits***								
81	FICA	576.20.200.20.11	Included in Pool Personnel Benefits	3,646.00		4,087.00	-		
82	Unemployment	576.20.200.20.12		912.00		2,420.00	-		
83	L & I	576.20.200.20.13		456.00		122.00	-		
84	**Executive Development**								
85	Travel/Transportation	576.20.200.40.11	For development purposes only	200.00		70.00	37.85	150.00	
86	Tuition/Registration Fees	576.20.200.40.12		500.00		500.00	380.00	500.00	
87	Travel (non-development)	576.20.200.40.20	Mileage, ferries, parking, gas, etc	650.00	1,296.25	200.00	-	200.00	
88			**Total 576.20.200 Executive Expenditures**	**58,114.00**	**50,494.09**	**60,823.00**	**39,906.75**	**44,251.00**	

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1	Item Description	GL Code	Notes	2016 Budget	2016 Actuals	2017 Budget	2017 Actuals: Year to 11/30/2017	2018 Budget	2018 Actuals: Year to MM/2018
89	**Shared Expenditures**								
90	**Shared Salary & Wages**								
91	Wages Bookkeeper	576.20.300.10.10	part time 15 hours/week	12,500.00	1,436.25	7,500.00	9,755.93	12,500.00	
92	***Non-Taxable Benefits***								
93	FICA	576.20.300.20.11	Included in Pool Personnel Benefits			575.00	-		
94	Unemployment	576.20.300.20.12				450.00	-		
95	L & I	576.20.300.20.13				70.00	-		
96	**Shared Supplies/Equipment**								
97	***Office/Computer Supplies/Equipment (consumable)***								
98	Office Supplies (consumables)	576.20.300.30.11	desk supplies, planners, laminating, deposit slips, batteries	1,000.00	852.04	1,000.00	1,067.41	1,500.00	
99	Printing Supplies (consumables	576.20.300.30.12	Includes ink for small printer, paper, envelopes	900.00	388.96	800.00	511.93	550.00	
100	***Office/Computer Supplies/Equipment (non-consumable)***								
101	Office Equipment (non-consumables	576.20.300.30.13	includes sign stands, furniture, staplers, etc	1,000.00	1,005.49	1,000.00	366.03	1,000.00	
102	Computer Equipment (replacement)	576.20.300.30.14	replacement laptop or desktops*2018 Need to replace old laptop $500, reserving $1000 for any computer (2) that might go bad		-	1,000.00	780.91	2,500.00	
103	**Shared Services**								
104	IT/Computer Service	576.20.300.40.10	Set up computers and other IT Services	3,400.00	444.40	1,000.00	1,961.01	4,000.00	
105	Legal Services	576.20.300.40.20		13,750.00	5,037.00	10,000.00	5,912.00	8,000.00	
106	***Communication Services***								
107	Telephone	576.20.300.40.31		2,190.00	181.28	-	-		
108	Postage	576.20.300.40.32		500.00	103.15	200.00	137.20	200.00	
109	Website & email hosting	576.20.300.40.33	Rackspace & Bluehost	500.00	1,399.83	1,300.00	1,312.88	1,500.00	
110	Internet/VoIP Phones	576.20.300.40.34	Broadview phone & T9 & Comcast public WIFI	7,500.00	8,190.38	7,750.00	6,955.69	7,500.00	
111	Software Programs/Subscriptions (non-financial	576.20.300.40.35	Office ($950), Adobe DC ($200),When to Work ($360)	720.00	1,504.02	1,500.00	940.17	1,600.00	
112	Advertising/Posting Fees	576.20.300.40.36	For posting DOAO position only		455.00	200.00	329.00	200.00	
113	Printing & Copying Services	576.20.300.40.37	For Ricoh & other non-program printing services	3,000.00	4,854.70	4,700.00	4,935.69	5,500.00	
114	Bank Charges	576.20.300.40.40		1,800.00	801.26	2,300.00	372.53	800.00	
115	Payroll Services	576.20.300.40.50	$5614.60 year $60.50 timeclock, $230/month	2,820.00	5,440.76	5,000.00	4,880.63	6,000.00	
116	Membership Dues	576.20.300.40.60	Annual: Costco $55, WRPA $580, MRSC Rosters $120, Amazon Prime $110, ARC $300	960.00	700.00	1,000.00	767.09	1,000.00	
117	Miscellaneous Services	576.20.300.40.70	note how used in detai	1,000.00	0.02	500.00	-	500.00	
118	***Risk Management Services***								
119	Security & Fire Alarm	576.20.300.40.81	Monitoring $90/month = $1080, Yearly Inspection $32(	4,170.00	4,423.71	4,200.00	2,080.10	2,500.00	
120	Pest Control	576.20.300.40.82	Orkin - quarterly $165.51 total $662.04	800.00	655.13	700.00	576.55	700.00	
121	Insurance	576.20.300.40.83	WCIA - Travelers	12,420.00	12,148.00	12,612.00	13,170.00	14,000.00	
122	Fingerprinting (WSP)	576.20.300.40.84	*2018- $52.75 per person x 15 people + $7.5 average to police department for doing the fingerprinting ($5 for res, $10 non res)		62.09	800.00	385.00	900.00	
123	***Financial Services***								
124	Independent	576.20.300.40.91	Independent		7,098.35		-		
125	CPA Services	576.20.300.40.92	Including assistance with State Audit from CPA 2017 bill may come in 2018 so budgeting for this bill to come then	10,000.00	7,458.50	10,000.00	6,627.50	8,000.00	
126	Software Programs (financial)	576.20.300.40.93	QuickBooks Online Subscription $75/ quarter =$30(	500.00	262.44	500.00	150.00	500.00	
127	**Shared Intergovernmental Services**								
128	External Taxes and Operating Assessments	576.20.300.50.10	include description	5,000.00	49.00	1,000.00	-		
129	Washington Business License	576.20.300.50.20				-	-		
130	Tukwila Business License	576.20.300.50.30				-	-		
131	Annual Permits	576.20.300.50.40	King Co Health	800.00	593.00	600.00	593.00	650.00	
132	Interlocal Agreements	576.20.300.50.50				-	-		
133	State Audit	576.20.300.50.60	to be conducted in 2017	5,000.00		13,500.00	2,187.14		
134			**Total 576.20.300 Shared Expenditures**	**92,230.00**	**65,544.76**	**91,757.00**	**66,755.39**	**82,100.00**	

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1	Item Description	GL Code	Notes	2016 Budget	2016 Actuals	2017 Budget	2017 Actuals: Year to 11/30/2017	2018 Budget	2018 Actuals: Year to MM/2018
135	**Swimming Pool Expenditures**								
136	**Swimming Pool Salaries and Wages**								
137	Lifeguards	576.20.400.10.10	*see attached worksheet	65,116.00	71,867.59	96,000.00	99,217.76	126,450.00	
138	Instructors	576.20.400.10.20	*see attached worksheet	32,642.00	37,391.80	52,000.00	38,365.66	42,500.00	
139	Head Guards	576.20.400.10.30		43,275.00	36,090.33	-	-		
140	Director of Aquatic Operations	576.20.400.10.40		55,000.00	56,705.55	55,000.00	42,294.82	66,734.00	
141	Assistant Aquatics Managers	576.20.400.10.50	2 mangers at $21/hour x 34 weeks =$57,120; 18 weeks (yearly raise same time for both) x $22/hour = $31680 Total =$88,800 rounded to $89,000	40,000.00	30,261.64	75,000.00	73,387.57	89,000.00	
142	Front Office	576.20.400.10.60	4,102.05 hours x $12.20 average salary = $50,044.40 rounded up to $50,100 *see worksheet for more details **includes sick leave pay	45,197.00	40,562.32	44,000.00	31,500.79	50,100.00	
143	Overtime	576.20.400.10.70	For Emergency Use: Managers overtime=$5000/year total for 2 people . Part-time staff overtime=$2500 Totaling $7500	-	1,365.00	-	13,916.85	7,500.00	
144	Other Taxable Compensation (Benefit Stipend)	576.20.400.10.80	DOAO $67080, AM $89,000, 15% x $156080 = $23,412	14,520.00	12,652.39	19,500.00	17,623.35	23,500.00	
145	Miscellaneous Payroll (Garnishment, etc.)	576.20.400.10.90			4,185.68		37.34		
146	**Swimming Pool Personnel Benefits**								
147	***Non-Taxable Benefits***								
148	FICA	576.20.400.20.11	TPMPD's contribution (6.2%+1.45%)	22,850.00	25,901.58	26,124.00	28,428.61	35,711.35	
149	Unemployment	576.20.400.20.12	TPMPD's contribution (5.5% up to $44K	5,712.00	19,213.46	18,178.00	11,904.23	25,674.83	
150	L&I	576.20.400.20.13	TPMPD's contribution	2,856.00	9,105.79	9,500.00	9,696.02	15,000.00	
151	Other Benefits (non-cash)	576.20.400.20.20				-			
152	**Swimming Pool Supplies**								
153	***Program Supplies and Equipment***								
154	Exercise Classes	576.20.400.30.11	foam dumbbells	200.00	179.40	200.00	139.80	200.00	
155	Swim Classes/Instruction	576.20.400.30.12	dive toys, Foamies, crates, floatation devices, wall hooks, clipboards, display easels	1,800.00	513.30	1,200.00	412.20	500.00	
156	Special Events	576.20.400.30.13	food, inflatables, games supplies, wristbands	1,400.00	1,003.56	1,400.00	2,353.34	2,400.00	
157	Staff Uniforms	576.20.400.30.14	shirts, swimsuits, hip packs, badges, lanyards, whistles, polo shirts	2,000.00	2,359.00	1,700.00	1,807.39	2,500.00	
158	Safety Supplies Equipment	576.20.400.30.15	life jackets, first aid supplies, biohazard supplies, rescue tubes ** more lifejackets for 2018	2,250.00	1,635.95	1,700.00	3,119.56	2,500.00	
159	Lifeguard Class Supplies and Equipmen	576.20.400.30.16	binders, dividers, etc. for LG classes				156.44	150.00	
160	Drop In/Open Swim Supplies	576.20.400.30.17	kickboards, fins, wristbands				243.22	500.00	
161	***Maintenance and Repairs Supplies***								
162	Pool Chemicals	576.20.400.30.21	Aquatic Specialty, Airgas, The Pool Guy Plus **adding them degreasing the filters 2 times a year as part of their service	10,634.00	11,802.64	11,000.00	9,865.41	14,000.00	
163	Janitorial Supplies	576.20.400.30.22		4,400.00	6,199.61	6,000.00	8,933.58	8,000.00	
164	Tools and Equipment	576.20.400.30.23	lifeguard chair, vacuum, cords, hoses, locks, drill bits, etc.	600.00	1,392.49	1,500.00	2,020.46	6,000.00	
165	Landscaping Supplies	576.20.400.30.24	ice melt, lawn repair chemicals, equipment rentals, plants, bark **yearly mulch $700, new plants $130(	500.00	435.83	500.00	812.92	2,000.00	
166	Resale Inventory	576.20.400.30.30		1,200.00	3,032.40	2,600.00	3,279.48	3,500.00	
167	Miscellaneous Supplies	576.20.400.30.40	Include description	200.00	115.94	200.00	283.85	200.00	

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1	Item Description	GL Code	Notes	2016 Budget	2016 Actuals	2017 Budget	2017 Actuals: Year to 11/30/2017	2018 Budget	2018 Actuals: Year to MM/2018
168	**Swimming Pool Services**								
169	Transaction Services/Merchant Fees	576.20.400.40.10	Rec 1 Services, Credit Card processing fees	4,800.00	5,221.19	6,500.00	7,251.96	9,000.00	
170	Translation Services	576.20.400.40.20		500.00	766.21	500.00	-	300.00	
171	Grant Translation	576.20.400.40.21						500.00	
172	***Advertising & Promotion***								
173	Outreach & Marketing Services	576.20.400.40.35	additional services as needed			4,000.00	600.00	2,000.00	
174	Grant Marketing	576.20.400.40.36						1,700.00	
175	Grant Overhead	576.20.400.40.37						2,800.00	
176	Graphic Design (A&P, Material Development	576.20.400.40.31	Brochures included 500 for marketing grant	3,000.00	1,532.81	2,000.00	780.00	2,000.00	
177	Printing & Copying	576.20.400.40.32	For brochures, banners, etc. want new signs for swim lessons info inside	4,000.00	3,362.13	4,000.00	2,380.33	4,000.00	
178	Ads/Postings	576.20.400.40.33	Assistant Manager position & program promotion only	600.00	1,020.00	800.00	228.00	800.00	
179	Lifeguard Recruiting	576.20.400.40.38	Lifeguard postings, recruitmen					1,000.00	
180	Promotional giveaways	576.20.400.40.34	program promotion only	1,000.00	521.67	800.00	26.03	500.00	
181	**Staff Development**								
182	Travel/Transportation	576.20.400.40.41	For pool staff only	-		-	26.36	400.00	
183	Tuition/Registration Fees	576.20.400.40.42	Lifeguard re-cert (staff only), Management training & WSI or equivalent: 20 staff at $35/cert=$700	2,250.00	575.00	4,500.00	1,498.08	2,000.00	
184	**Rentals and Leases**								
185	Equipment	576.20.400.40.51		1,000.00	452.00	500.00	-		
186	Facility Ground Lease	576.20.400.40.52	Tukwila School District	11,497.00	11,497.50	11,497.00	-		
187	**Utilities**								
188	Electrical	576.20.400.40.61		16,000.00	15,033.65	16,000.00	15,996.92	17,600.00	
189	Gas	576.20.400.40.62		48,000.00	46,044.27	49,000.00	44,518.96	58,000.00	
190	Water	576.20.400.40.63		4,200.00	4,390.41	5,100.00	6,474.42	6,500.00	
191	Sewer	576.20.400.40.64		7,920.00	1,091.96	4,200.00	1,129.46	1,500.00	
192	Garbage Collection	576.20.400.40.65		900.00	-	1,000.00	-	1,000.00	
193	Storm Drain	576.20.400.40.66				-	-		
194	Other Utilities	576.20.400.40.67				-	-		
195	**Repairs and Maintenance Services**								
196	Maintenance/Janitorial Service	576.20.400.40.71		-			-		
197	Landscaping/Groundskeeping Services	576.20.400.40.74					-		
198	Facility Repairs/Maintenance	576.20.400.40.72	Aquatic Specialty Monthly Service in 2017 moved to equipment next line items for equipment service for 2018 budget, McKinstry Preventative Maintenance, plumbing repairs, HVAC repairs	20,000.00	20,533.89	20,000.00	31,799.21	40,000.00	
199	Equipment Repairs/Maintenance	576.20.400.40.73	Aquatic Specialties month service, boiler, surge pit, handrails/ladders, chemicals, pumps, *2018 McKinstry quarterly service fee is $1631.33 total $4894/year preventative maintenance service havoc and boiler *2018 Aquatic Spec. $165/month total $1980/year for chlorinator service 2018 Change DE filters $3,100 + $4500 (if needed) 2018 Drain pool, acid wash, fix joint line, replace some missing tiles, repaint black line on bulk head $6,000	4,000.00	3,444.26	4,000.00	21,062.84	21,000.00	
200	Travel (non-development)	576.20.400.40.80	Mileage, ferries, parking, gas, etc	200.00	16.62	200.00	21.04	200.00	
201	**Miscellaneous Services**								
202	Scholarship Fund (Swim Lesson Fees)	576.20.400.40.91		10,000.00	10,069.37	10,000.00	6,182.42	10,000.00	
203	Red Cross	576.20.400.40.92	Certification fees for Lifeguarding classes (non-staff) *2018 10 patrons at $35 each	200.00	991.00	780.00	350.00	350.00	
204	Aerobics Partner (pass through)	576.20.400.40.93					-		
205	Other Services	576.20.400.40.94	Record all misc. in detail for future budgeting	1,000.00	-	500.00	-		
206	Adult Free Passes	576.20.400.40.95	20% of those distributed			60.00	-		
207	Youth Free Passes	576.20.400.40.96	20% of those distributed			300.00	9.00		
208	Discounts Applied	576.20.400.40.97					-		
209	Gift Certificates	576.20.400.40.98					322.00		
210			**Total 576.20.400 Swimming Pool Expenditures**	**493,419.00**	**500,537.19**	**569,539.00**	**540,457.68**	**707,770.17**	

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1	Item Description	GL Code	Notes	2016 Budget	2016 Actuals	2017 Budget	2017 Actuals: Year to 11/30/2017	2018 Budget	2018 Actuals: Year to MM/2018
211	**Sales Tax**								
212	Sales Tax Paid	586.00.300.00.00		5,738.00	4,776.24	5,453.00	7,508.55	7,555.00	
213			**Total 586.00.300 Sales Tax**	**5,738.00**	**4,776.24**	**5,453.00**	**7,508.55**	**7,555.00**	
214	**Debt Service Principle**								
215	City Bridge Loan (Principle)	591.76.300.70.10		105,692.00	105,692.32	107,826.00	98,742.73	110,002.05	
216	Loans and Bonds (Principle)	591.76.300.70.20		93,737.00	93,737.30	96,428.00	96,427.85	99,195.63	
217			**Total 591.76.300 Debt Service Principle**	**199,429.00**	**199,429.62**	**204,254.00**	**195,170.58**	**209,197.68**	
218	**Debt Service Interest**								
219	City Bridge Loan (Interest)	592.76.300.80.10		15,766.00	15,765.44	13,632.00	12,593.55	11,455.71	
220	Loans and Bonds (Interest)	592.76.300.80.20		19,393.00	19,392.70	16,702.00	16,702.15	13,934.37	
221			**Total 592.76.300 Debt Service Interest**	**35,159.00**	**35,158.14**	**30,334.00**	**29,295.70**	**25,390.08**	
222	**Park Facility Improvements and New Construction**								
223	CIP Supplies	595.76.300.30.00		25,000.00	25,917.53				
224	CIP Services	595.76.300.40.00		25,000.00	23,977.25	15,000.00			
225			**Total 595.76.300 Park Facility Improvements (CIP)**	**50,000.00**	**49,894.78**	**15,000.00**	**-**	**-**	
226	**Transfers Out**								
227	Transfers Out to Capital Improvement Func	597.00.300.00.10	80K + additional addressed in CIP Budget	80,000.00		85,000.00	35,105.00	80,000.00	
228			**Total 597.00.300 Transfers Out**	**80,000.00**	**-**	**85,000.00**	**35,105.00**	**80,000.00**	
229	**Total Expenditures**			**1,033,439.00**	**921,264.53**	**1,075,990.00**	**922,525.00**	**1,171,143.93**	
230									
231			***Opening Balance***	***198,375.00***	***198,389.00***	***238,546.00***	***271,557.67***	***483,526.59***	
232			***Total Revenue***	***1,042,430.00***	***994,433.20***	***1,086,140.00***	***1,134,493.92***	***1,184,226.00***	
233			***Total Expenditures***	***(1,033,439.00)***	***(921,264.53)***	***(1,075,990.00)***	***(922,525.00)***	***(1,171,143.93)***	
234	***Ending Balance***			***207,366.00***	***271,557.67***	***248,696.00***	***483,526.59***	***496,608.66***	
235	***Policy: Balance needs to be a minimum of 3 months of operational and debt service expenditures***								
236			3 Months Operational and Debt Service Expenses	238,359.75	230,316.13	247,747.50	221,855.00	272,785.98	
237			Requirement Met?	***NO***	***YES***	***YES***	***YES***	***YES***	

Tukwila Pool Metropolitan Park District
2018 Capital Improvement Project/Lifetime Replacement Fund Budget

			Notes	2016 Adopted Budget	2016 Actuals	2017 Budget	2017 Actuals: Year to 11/30/2017	2018 Budget	2018 Actuals: Year to MM/2018
239									
240	**Unrestricted Opening Balance**			**220,000.00**	**220,000.00**	**250,105.00**	**220,000.00**	**255,105.00**	
241	**Revenues**								
242	Transfers in from General Fund			$80,000.00		$85,000.00	$5,000.00	80,000.00	
243									
244		*2017 Projection - Balance of 2016 Transfer					$30,105.00		
245		*2018 Transfer in 2017							
246	**Total Revenue**			**$80,000.00**	**$0.00**	**$85,000.00**	**$35,105.00**	**$80,000.00**	
247	**Expenditures**								
248	CIP Expenditures	*2018 Proposed: Diving Block Replacement		$50,000				18,000.00	
249		*2018 Proposed: Lighting Replacement						6,200.00	
250		*2018 Proposed: Slide Maintenance						12,000.00	
251		*2018 Proposed: Pool Covers						12,501.00	
252	**Total Expenditures**			**50,000.00**	**-**	**-**	**-**	**48,701.00**	
253									
254			***Opening Balance***	***220,000.00***	***220,000.00***	***250,105.00***	***220,000.00***	***255,105.00***	
255			***Total Revenue***	***$80,000.00***	***$0.00***	***$85,000.00***	***$35,105.00***	***$80,000.00***	
256			***Total Expenditures***	***(50,000.00)***	***-***	***-***	***-***	***(48,701.00)***	
257	**Ending Balance**			***250,000.00***	***220,000.00***	***335,105.00***	***255,105.00***	***286,404.00***	

Tukwila Pool Metropolitan Park District

BUDGET VS. ACTUALS: 2017 BUDGET - FY17 P&L

January - November, 2017

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
311.10.00 Real and Personal Property Tax	892,536.85	855,277.00	37,259.85	104.35647%
313.11.00 Sales Tax Collected	6,802.18	4,999.00	1,803.18	136.07081%
341.70.00 Sales of Merchandise				
341.70.10 Taxable Merchandise	2,537.90	2,750.00	-212.10	92.28727%
341.70.20 Untaxable Merchandise	2,804.26	1,800.00	1,004.26	155.79222%
Total 341.70.00 Sales of Merchandise	**5,342.16**	**4,550.00**	**792.16**	**117.41011%**
347.00.00 Cultural and Recreation				
347.30.10 Activity Fees - General Passes (Taxable)	18,323.19	20,625.00	-2,301.81	88.83971%
347.30.20 Activity Fees - General Admissions (Taxable)	34,487.60	25,500.00	8,987.60	135.24549%
347.30.30 Activity Fees - Special Events (Taxable)	2,007.46	1,500.00	507.46	133.83067%
347.60.10 Program Fees - Swim Classes/Instruction (Non-taxable)	65,411.18	88,000.00	-22,588.82	74.33089%
347.60.20 Program Fees - Exercise Classes (Non-Taxable)	342.00	750.00	-408.00	45.60%
347.60.30 Program Fees - Lifeguard Classes (Non-Taxable)	880.00	1,000.00	-120.00	88.00%
347.90.00 Other Fees - pass through to Red Cross	105.00	300.00	-195.00	35.00%
Total 347.00.00 Cultural and Recreation	**121,556.43**	**137,675.00**	**-16,118.57**	**88.2923%**
361.10.00 Interest and Other Earnings	4,281.69	2,290.00	1,991.69	186.97336%
362.00.00 Rents, Leases and Concessions				
362.40.10 Rentals - One-time, private events (Taxable)	7,577.75	2,750.00	4,827.75	275.55455%
362.40.20 Equipment and Locker Rentals - Taxable	985.96	1,100.00	-114.04	89.63273%
362.40.30 Rentals - Multiple dates, contracted (Non-Taxable)	88,443.35	45,800.00	42,643.35	193.10775%
Total 362.00.00 Rents, Leases and Concessions	**97,007.06**	**49,650.00**	**47,357.06**	**195.38179%**
367.10.00 Contributions from Private Sources				
367.10.10 Cash Donations	533.00	100.00	433.00	533.00%
Total 367.10.00 Contributions from Private Sources	**533.00**	**100.00**	**433.00**	**533.00%**
369.00.00 Miscellaneous Income				
369.91.00 Other Miscellaneous Income	-362.43		-362.43	
369.91.10 Scholarship Funds Applied	6,182.42	9,445.00	-3,262.58	65.45707%

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
369.91.20 Adult Free Passes Applied		55.00	-55.00	
369.91.30 Youth Free Passes Applied	9.00	280.00	-271.00	3.21429%
369.91.40 Discounts Applied	-44.00		-44.00	
369.91.50 Gift Certificates	322.00		322.00	
369.91.90 Deposit Over/Short	1.56		1.56	
Total 369.00.00 Miscellaneous Income	**6,108.55**	**9,780.00**	**-3,671.45**	**62.45961%**
369.00.10 Unapplied Cash Payment Income	53.27		53.27	
395.10.00 Sale of Capitol Assets	272.73		272.73	
Total Income	**$1,134,493.92**	**$1,064,321.00**	**$70,172.92**	**106.59321%**
GROSS PROFIT	**$1,134,493.92**	**$1,064,321.00**	**$70,172.92**	**106.59321%**
Expenses				
576.20.100.00.00 Board of Commissioners Expenditures				
576.20.100.10.00 BOC Stipend	4,788.00	4,788.00	0.00	100.00%
576.20.100.30.10 BOC Supplies - Office Supplies		90.00	-90.00	
576.20.100.30.20 BOC Supplies - Equipment	18.68	90.00	-71.32	20.75556%
576.20.100.30.30 BOC Supplies - Meeting Food	102.07	250.00	-147.93	40.828%
576.20.100.40.10 BOC Services - Consultant Fees		500.00	-500.00	
576.20.100.40.20 BOC Services - Transcription	3,238.00	5,040.00	-1,802.00	64.24603%
576.20.100.40.30 BOC Services - Meeting Site Rental		550.00	-550.00	
576.20.100.40.40 BOC Services - Public Records Requests		450.00	-450.00	
576.20.100.40.50 BOC Services - Travel (Mileage, Ferries, Parking, Gas, etc.)		176.00	-176.00	
576.20.100.40.61 BOC Services - Development, Travel/Transportation	43.60	176.00	-132.40	24.77273%
576.20.100.40.62 BOC Services - Development, Tuition/Registration Fees		594.00	-594.00	
576.20.100.40.70 BOC Services - Notices & Ads	135.00	176.00	-41.00	76.70455%
Total 576.20.100.00.00 Board of Commissioners Expenditures	**8,325.35**	**12,880.00**	**-4,554.65**	**64.63781%**
576.20.200.00.00 Executive Expenditures				
576.20.200.10.10 Executive Salary & Wages	34,539.19	42,584.63	-8,045.44	81.10717%
576.20.200.10.20 Executive Salary & Wages - Other Taxable Compensation (Benefits stipend)	4,949.71	6,387.37	-1,437.66	77.49214%
576.20.200.20.11 Executive Personnel Benefits - Non-Taxable, FICA		3,745.00	-3,745.00	
576.20.200.20.12 Executive Personnel Benefits - Non-Taxable, Unemployment		2,218.00	-2,218.00	
576.20.200.20.13 Executive Personnel Benefits - Non-Taxable, L & I		112.00	-112.00	

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
576.20.200.40.11 Executive Services - Development, Travel/Transportation	37.85	64.00	-26.15	59.14063%
576.20.200.40.12 Executive Services - Development, Tuition/Registration Fees	380.00	451.00	-71.00	84.25721%
576.20.200.40.20 Executive Services - Travel (Mileage, Ferries, Parking, Gas, etc.)		176.00	-176.00	
Total 576.20.200.00.00 Executive Expenditures	**39,906.75**	**55,738.00**	**-15,831.25**	**71.59703%**
576.20.300.00.00 Shared Expenditures				
576.20.300.10.00 Shared Salary & Wages				
576.20.300.10.10 Bookkeeper Wages	9,755.93	6,875.00	2,880.93	141.90444%
Total 576.20.300.10.00 Shared Salary & Wages	**9,755.93**	**6,875.00**	**2,880.93**	**141.90444%**
576.20.300.20.00 Shared Personnel Benefits				
576.20.300.20.11 FICA		527.00	-527.00	
576.20.300.20.12 Unemployment		412.00	-412.00	
576.20.300.20.13 L & I		64.00	-64.00	
Total 576.20.300.20.00 Shared Personnel Benefits		**1,003.00**	**-1,003.00**	
576.20.300.30.00 Shared Supplies				
576.20.300.30.00 Office/Computer Supplies & Equipment				
576.20.300.30.11 Office Supplies (Consumables)	1,067.41	913.00	154.41	116.91238%
576.20.300.30.12 Printing & Copying Supplies (Consumables)	511.93	725.00	-213.07	70.61103%
Total 576.20.300.30.00 Office/Computer Supplies & Equipment	**1,579.34**	**1,638.00**	**-58.66**	**96.4188%**
576.20.300.30.13 Office Equipment (Non-Consumable)	366.03	913.00	-546.97	40.09091%
576.20.300.30.14 Computer Equipment (Non-Consumable, Replacement)	780.91	913.00	-132.09	85.53231%
Total 576.20.300.30.00 Shared Supplies	**2,726.28**	**3,464.00**	**-737.72**	**78.70323%**
576.20.300.40.00 Shared Services				
576.20.300.40.10 IT/Computer Service	1,961.01	950.00	1,011.01	206.42211%
576.20.300.40.20 Legal Services	5,912.00	9,166.00	-3,254.00	64.49924%
576.20.300.40.30 Communications				
576.20.300.40.32 Postage	137.20	200.00	-62.80	68.60%
576.20.300.40.33 Website & Email Hosting	1,312.88	1,191.00	121.88	110.23342%
576.20.300.40.34 Internet/VoIP Phones	6,955.69	7,104.00	-148.31	97.9123%
576.20.300.40.35 Software Programs (non-financial)	940.17	1,375.00	-434.83	68.376%
576.20.300.40.36 Advertising/Posting Fees	329.00	200.00	129.00	164.50%
576.20.300.40.37 Printing & Copying Services	4,935.69	4,309.00	626.69	114.54375%
Total 576.20.300.40.30 Communications	**14,610.63**	**14,379.00**	**231.63**	**101.61089%**

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
576.20.300.40.40 Bank Charges	372.53	2,109.00	-1,736.47	17.66382%
576.20.300.40.50 Payroll Service	4,880.63	4,650.00	230.63	104.95978%
576.20.300.40.60 Membership Dues	767.09	1,000.00	-232.91	76.709%
576.20.300.40.70 Miscellaneous Shared Services		450.00	-450.00	
576.20.300.40.80 Risk Management Services				
576.20.300.40.81 Security & Fire Alarms	2,080.10	3,850.00	-1,769.90	54.02857%
576.20.300.40.82 Pest Control	576.55	641.00	-64.45	89.9454%
576.20.300.40.83 Insurance	13,170.00	12,612.00	558.00	104.42436%
576.20.300.40.84 Fingerprinting Services & Supplies/Background Checks	385.00	726.00	-341.00	53.0303%
Total 576.20.300.40.80 Risk Management Services	**16,211.65**	**17,829.00**	**-1,617.35**	**90.92854%**
576.20.300.40.90 Financial Services				
576.20.300.40.92 CPA	6,627.50	9,163.00	-2,535.50	72.32893%
576.20.300.40.93 Financial Software Programs	150.00	0.00	150.00	
Total 576.20.300.40.90 Financial Services	**6,777.50**	**9,163.00**	**-2,385.50**	**73.96595%**
Total 576.20.300.40.00 Shared Services	**51,493.04**	**59,696.00**	**-8,202.96**	**86.25878%**
576.20.300.50.00 Shared Intergovernmental Services				
576.20.300.50.10 External Taxes and Operating Assessments		900.00	-900.00	
576.20.300.50.40 Annual Permits	593.00	600.00	-7.00	98.83333%
576.20.300.50.60 State Audit	2,187.14	13,500.00	-11,312.86	16.20104%
Total 576.20.300.50.00 Shared Intergovernmental Services	**2,780.14**	**15,000.00**	**-12,219.86**	**18.53427%**
Total 576.20.300.00.00 Shared Expenditures	**66,755.39**	**86,038.00**	**-19,282.61**	**77.58826%**
576.20.400.00.00 Pool Expenditures				
576.20.400.10.00 Pool Salaries & Wages				
576.20.400.10.10 Pool S&W - Lifeguards	99,217.76	91,000.00	8,217.76	109.03051%
576.20.400.10.20 Pool S&W - Instructors	38,365.66	48,600.00	-10,234.34	78.94169%
576.20.400.10.40 Pool S&W - Director of Aquatics Operations	42,294.82	50,417.00	-8,122.18	83.89%
576.20.400.10.50 Pool S&W - Assistant Aquatics Managers	73,387.57	68,750.00	4,637.57	106.74556%
576.20.400.10.60 Pool S&W - Front Desk	31,500.79	40,750.00	-9,249.21	77.30255%
576.20.400.10.70 Pool S&W - Overtime	13,916.85		13,916.85	
576.20.400.10.80 Pool S&W - Other Taxable Compensation (Benefits Stipend)	17,623.35	17,875.00	-251.65	98.59217%
576.20.400.10.90 Miscellaneous Payroll expense (Garnishment, etc.)	37.34		37.34	
Total 576.20.400.10.00 Pool Salaries & Wages	**316,344.14**	**317,392.00**	**-1,047.86**	**99.66985%**
576.20.400.20.00 Pool Personnel				

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Benefits				
576.20.400.20.11 Pool Benefits - FICA	28,428.61	23,947.00	4,481.61	118.7147%
576.20.400.20.12 Pool Benefits - WA Unemployment	11,904.23	16,664.00	-4,759.77	71.43681%
576.20.400.20.13 Pool Benefits - L & I	9,696.02	8,708.00	988.02	111.34612%
Total 576.20.400.20.00 Pool Personnel Benefits	**50,028.86**	**49,319.00**	**709.86**	**101.43932%**
576.20.400.30.00 Pool Supplies				
576.20.400.30.10 Pool Supplies - Program Supplies and Equipment				
576.20.400.30.11 Pool Supplies - Program, Exercise Classes	139.80	176.00	-36.20	79.43182%
576.20.400.30.12 Pool Supplies - Program, Swim Classes/Instruction	412.20	1,100.00	-687.80	37.47273%
576.20.400.30.13 Pool Supplies - Program, Special Events	2,353.34	1,276.00	1,077.34	184.43103%
576.20.400.30.14 Pool Supplies - Program, Staff Uniforms	1,807.39	1,600.00	207.39	112.96187%
576.20.400.30.15 Pool Supplies - Program, Safety Equipment	3,119.56	1,550.00	1,569.56	201.26194%
576.20.400.30.16 Pool Supplies - Program, Lifeguard Class	156.44		156.44	
576.20.400.30.17 Pool Supplies - Program, Drop In/Open Swim	243.22		243.22	
Total 576.20.400.30.10 Pool Supplies - Program Supplies and Equipment	**8,231.95**	**5,702.00**	**2,529.95**	**144.36952%**
576.20.400.30.20 Pool Supplies - Maintenance and Repairs Supplies				
576.20.400.30.21 Pool Supplies - Maint., Pool Chemicals	9,865.41	10,084.00	-218.59	97.83231%
576.20.400.30.22 Pool Supplies - Maint., Janitorial	8,933.58	5,500.00	3,433.58	162.42873%
576.20.400.30.23 Pool Supplies - Maint., Tools and Equipment	2,020.46	1,375.00	645.46	146.94255%
576.20.400.30.24 Pool Supplies - Maint., Groundskeeping/Landscaping	812.92	500.00	312.92	162.584%
Total 576.20.400.30.20 Pool Supplies - Maintenance and Repairs Supplies	**21,632.37**	**17,459.00**	**4,173.37**	**123.90383%**
576.20.400.30.30 Pool Supplies - Resale Inventory	3,279.48	2,384.00	895.48	137.56208%
576.20.400.30.40 Pool Supplies - Miscellaneous	283.85	176.00	107.85	161.27841%
Total 576.20.400.30.00 Pool Supplies	**33,427.65**	**25,721.00**	**7,706.65**	**129.96248%**
576.20.400.40.00 Pool Services				
576.20.400.40.10 Pool Svcs. - Transaction Services/Merchant Fees	7,251.96	5,960.00	1,291.96	121.67718%
576.20.400.40.20 Pool Svcs. - Translation Services		500.00	-500.00	
576.20.400.40.30 Pool Svcs. - Advertising & Promotion				
576.20.400.40.31 Pool Svcs. - Graphic	780.00	2,000.00	-1,220.00	39.00%

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Design (A&P, Material Development)				
576.20.400.40.32 Pool Svcs. - A&P, Printing & Copying	2,380.33	3,663.00	-1,282.67	64.98307%
576.20.400.40.33 Pool Svcs. - Ads/Postings	228.00	734.00	-506.00	31.06267%
576.20.400.40.34 Promotional Giveaways	26.03	500.00	-473.97	5.206%
576.20.400.40.35 Outreach Marketing Services	600.00	3,600.00	-3,000.00	16.66667%
Total 576.20.400.40.30 Pool Svcs. - Advertising & Promotion	**4,014.36**	**10,497.00**	**-6,482.64**	**38.24293%**
576.20.400.40.40 Pool Svcs. - Staff Development				
576.20.400.40.41 Pool Svcs. - Staff Dev., Travel/Transportation	26.36		26.36	
576.20.400.40.42 Pool Svcs. - Staff Dev., Tuition/Registration Fees	1,498.08	4,100.00	-2,601.92	36.53854%
Total 576.20.400.40.40 Pool Svcs. - Staff Development	**1,524.44**	**4,100.00**	**-2,575.56**	**37.18146%**
576.20.400.40.50 Pool Svcs. - Rentals and Leases				
576.20.400.40.51 Pool Svcs. - Rentals & Leases, Equipment		450.00	-450.00	
576.20.400.40.52 Pool Svcs. - Rentals & Leases, Facility Ground Lease		11,497.00	-11,497.00	
Total 576.20.400.40.50 Pool Svcs. - Rentals and Leases		**11,947.00**	**-11,947.00**	
576.20.400.40.60 Pool Svcs. - Utilities				
576.20.400.40.61 Pool Svcs. - Utilities, Electrical	15,996.92	14,663.00	1,333.92	109.09718%
576.20.400.40.62 Pool Svcs. - Utilities, Gas	44,518.96	44,200.00	318.96	100.72163%
576.20.400.40.63 Pool Svcs. - Utilities, Water	6,474.42	4,750.00	1,724.42	136.30358%
576.20.400.40.64 Pool Svcs. - Utilities, Sewer	1,129.46	3,850.00	-2,720.54	29.33662%
576.20.400.40.65 Pool Svcs. - Utilities, Garbage Collection		913.00	-913.00	
Total 576.20.400.40.60 Pool Svcs. - Utilities	**68,119.76**	**68,376.00**	**-256.24**	**99.62525%**
576.20.400.40.70 Pool Svcs. - Repairs and Maintenance Services				
576.20.400.40.72 Pool Svcs. - Repairs & Maint., Facility	31,799.21	18,326.00	13,473.21	173.51964%
576.20.400.40.73 Pool Svcs. - Repairs & Maint., Equipment	21,062.84	3,663.00	17,399.84	575.01611%
Total 576.20.400.40.70 Pool Svcs. - Repairs and Maintenance Services	**52,862.05**	**21,989.00**	**30,873.05**	**240.40225%**
576.20.400.40.80 Pool Svcs. - Travel (Mileage, Ferries, Parking, Gas, etc,)	21.04	176.00	-154.96	11.95455%
576.20.400.40.90 Pool Svcs. - Miscellaneous Services				

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
576.20.400.40.91 Pool Svcs. - Misc., Scholarship Fund	6,182.42	9,445.00	-3,262.58	65.45707%
576.20.400.40.92 Pool Svcs. - Misc., Red Cross (pass through)	350.00	780.00	-430.00	44.87179%
576.20.400.40.94 Pool Svcs. - Misc., Other Service		450.00	-450.00	
576.20.400.40.95 Adult Free Passes		55.00	-55.00	
576.20.400.40.96 Youth Free Passes	9.00	275.00	-266.00	3.27273%
576.20.400.40.98 Gift Certificates	322.00		322.00	
Total 576.20.400.40.90 Pool Svcs. - Miscellaneous Services	**6,863.42**	**11,005.00**	**-4,141.58**	**62.36638%**
Total 576.20.400.40.00 Pool Services	**140,657.03**	**134,550.00**	**6,107.03**	**104.53886%**
Total 576.20.400.00.00 Pool Expenditures	**540,457.68**	**526,982.00**	**13,475.68**	**102.55714%**
586.00.300.00.00 Sales Tax Paid	7,508.55	4,999.00	2,509.55	150.20104%
591.76.300.70.00 Debt Service Principle				
591.76.300.70.10 City Bridge Loan Principal	98,742.73	98,840.00	-97.27	99.90159%
591.76.300.70.20 Loans and Bonds Principal	96,427.85	96,428.00	-0.15	99.99984%
Total 591.76.300.70.00 Debt Service Principle	**195,170.58**	**195,268.00**	**-97.42**	**99.95011%**
592.76.300.80.00 Debt Service Interest				
592.76.300.80.10 City Bridge Loan Interest	12,593.55	12,496.00	97.55	100.78065%
592.76.300.80.20 Loans and Bonds Interest	16,702.15	16,702.00	0.15	100.0009%
Total 592.76.300.80.00 Debt Service Interest	**29,295.70**	**29,198.00**	**97.70**	**100.33461%**
595.76.300.00.00 Park Facility Improvements & New Construction (CIP)				
595.76.300.40.00 CIP Services		15,000.00	-15,000.00	
Total 595.76.300.00.00 Park Facility Improvements & New Construction (CIP)		**15,000.00**	**-15,000.00**	
597.00.300.00.00 Transfers Out				
597.00.300.00.10 Capital Improvement Fund	35,105.00	5,000.00	30,105.00	702.10%
Total 597.00.300.00.00 Transfers Out	**35,105.00**	**5,000.00**	**30,105.00**	**702.10%**
Unapplied Cash Bill Payment Expense	0.00		0.00	
Total Expenses	**$922,525.00**	**$931,103.00**	**$ -8,578.00**	**99.07873%**
NET OPERATING INCOME	**$211,968.92**	**$133,218.00**	**$78,750.92**	**159.11432%**
Other Expenses				
Ask My Accountant	143.50		143.50	
Transfer Activity				
CIP Transfers	-35,105.00		-35,105.00	
City Bridge Loan Principle	-98,742.73		-98,742.73	
Loans and Bonds Principle	-96,427.85		-96,427.85	
Total Transfer Activity	**-230,275.58**		**-230,275.58**	
Total Other Expenses	**$ -230,132.08**	**$0.00**	**$ -230,132.08**	**0.00%**
NET OTHER INCOME	**$230,132.08**	**$0.00**	**$230,132.08**	**0.00%**

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
NET INCOME	**$442,101.00**	**$133,218.00**	**$308,883.00**	**331.86281%**

State of Washington
Department of Revenue
PO Box 47464
Olympia, WA 98504-7464

November 2017
Combined Excise Tax Return

603-151-833
TUKWILA POOL METROPOLITAN PARK DISTRICT

State Business and Occupation Section

Taxes

Line Code	Tax Classification	Gross Amount	Total Deductions	Taxable Amount	Rate	Tax Due
0004	Service and Other Activities; Gambling Contests of Chance (less than $50,000 a year)	9,005.18	9,005.18	0.00	0.0150	0.00
0002	Retailing	4,911.98	4,911.98	0.00	0.00471	0.00
		13,917.16	**13,917.16**	**0.00**		**0.00**

Deductions

Deduction Code	Tax Classification	Deduction Name	Amount
000499	Service and Other Activities; Gambling Contests of Chance (less than $50,000 a year)	Other	9,005.18
000299	Retailing	Other	4,911.98
			13,917.16

Explanations for Other Deductions

Deduction Code	Explanation
000499	499 Tax Exempt Non Enterprise Swimming Pool Lessons and Activities(WAC 45820189)
000299	299 Tax Exempt Non Enterprise Activities and Sales (WAC 45820189)

State Sales and Use Section

Taxes

Line Code	Tax Classification	Gross Amount	Total Deductions	Taxable Amount	Rate	Tax Due
0001	Retail Sales	4,911.98	0.00	4,911.98	0.0650	319.28
		4,911.98	**0.00**	**4,911.98**		**319.28**

Local Sales Section

Line Code	Location Code	Location Name	Taxable Amount	Rate	Tax Due
0045	1729	TUKWILA	4,911.98	0.0350	171.92
			4,911.98		**171.92**

Summary Section

	Amount
State Business and Occupation Tax Total	0.00
State Sales and Use Tax Total	319.28
Local and Regional Tax Total	171.92
Lodging Tax Total	0.00
Public Utilities Tax Total	0.00
E911 Tax Total	0.00
Other Tax Total	0.00
SubTotal	**491.20**
Less Total Credits	0.00
Total	**491.20**
Amount Paid	**491.20**
Balance	**0.00**

Additional Information

Confirmation Number	**22162789**	**Date Printed**	**12/13/2017**
Date and Time Submitted	**12/13/2017 7:22:18 PM**	**Tax Registration Number**	**603-151-833**
Payment Type	**E-Check**	**Person Completing Return**	**Kristine Selleck**
Total Amount Paid	**491.20**	**Phone Number**	**(206)267-2350**
Date To Transfer Payment	**12/14/2017**	**E-Mail Address**	**accounting@tukwilapool.org**
Person Authorizing Payment	**Alan Dance**		

This is a copy for your records.
Please DO NOT MAIL a copy to the Department of Revenue.

Tukwila Pool Metropolitan Park District

PROFIT AND LOSS

November 2017

	TOTAL	
	NOV 2017	JAN - NOV, 2017 (YTD)
Income		
311.10.00 Real and Personal Property Tax	122,499.85	892,536.85
313.11.00 Sales Tax Collected	490.58	6,802.18
341.70.00 Sales of Merchandise		
341.70.10 Taxable Merchandise	185.87	2,537.90
341.70.20 Untaxable Merchandise	158.00	2,804.26
Total 341.70.00 Sales of Merchandise	**343.87**	**5,342.16**
347.00.00 Cultural and Recreation		
347.30.10 Activity Fees - General Passes (Taxable)	1,952.69	18,323.19
347.30.20 Activity Fees - General Admissions (Taxable)	2,103.41	34,487.60
347.30.30 Activity Fees - Special Events (Taxable)	163.59	2,007.46
347.60.10 Program Fees - Swim Classes/Instruction (Non-taxable)	4,600.31	65,411.18
347.60.20 Program Fees - Exercise Classes (Non-Taxable)	10.00	342.00
347.60.30 Program Fees - Lifeguard Classes (Non-Taxable)		880.00
347.90.00 Other Fees - pass through to Red Cross		105.00
Total 347.00.00 Cultural and Recreation	**8,830.00**	**121,556.43**
361.10.00 Interest and Other Earnings	160.73	4,281.69
362.00.00 Rents, Leases and Concessions		
362.40.10 Rentals - One-time, private events (Taxable)	506.42	7,577.75
362.40.20 Equipment and Locker Rentals - Taxable		985.96
362.40.30 Rentals - Multiple dates, contracted (Non-Taxable)	3,862.00	88,443.35
Total 362.00.00 Rents, Leases and Concessions	**4,368.42**	**97,007.06**
367.10.00 Contributions from Private Sources		
367.10.10 Cash Donations	65.00	533.00
Total 367.10.00 Contributions from Private Sources	**65.00**	**533.00**
369.00.00 Miscellaneous Income		
369.91.00 Other Miscellaneous Income		-362.43
369.91.10 Scholarship Funds Applied	313.53	6,182.42
369.91.30 Youth Free Passes Applied		9.00
369.91.40 Discounts Applied		-44.00
369.91.50 Gift Certificates		322.00
369.91.90 Deposit Over/Short	-3.66	1.56
Total 369.00.00 Miscellaneous Income	**309.87**	**6,108.55**
369.00.10 Unapplied Cash Payment Income		53.27
395.10.00 Sale of Capitol Assets		272.73
Total Income	**$137,068.32**	**$1,134,493.92**
GROSS PROFIT	**$137,068.32**	**$1,134,493.92**
Expenses		
576.20.100.00.00 Board of Commissioners Expenditures		

	TOTAL	
	NOV 2017	JAN - NOV, 2017 (YTD)
576.20.100.10.00 BOC Stipend	342.00	4,788.00
576.20.100.30.20 BOC Supplies - Equipment		18.68
576.20.100.30.30 BOC Supplies - Meeting Food		102.07
576.20.100.40.20 BOC Services - Transcription		3,238.00
576.20.100.40.61 BOC Services - Development, Travel/Transportation		43.60
576.20.100.40.70 BOC Services - Notices & Ads		135.00
Total 576.20.100.00.00 Board of Commissioners Expenditures	**342.00**	**8,325.35**
576.20.200.00.00 Executive Expenditures		
576.20.200.10.10 Executive Salary & Wages	2,926.75	34,539.19
576.20.200.10.20 Executive Salary & Wages - Other Taxable Compensation (Benefits stipend)	439.01	4,949.71
576.20.200.40.11 Executive Services - Development, Travel/Transportation		37.85
576.20.200.40.12 Executive Services - Development, Tuition/Registration Fees	-55.00	380.00
Total 576.20.200.00.00 Executive Expenditures	**3,310.76**	**39,906.75**
576.20.300.00.00 Shared Expenditures		
576.20.300.10.00 Shared Salary & Wages		
576.20.300.10.10 Bookkeeper Wages	936.98	9,755.93
Total 576.20.300.10.00 Shared Salary & Wages	**936.98**	**9,755.93**
576.20.300.30.00 Shared Supplies		
576.20.300.30.00 Office/Computer Supplies & Equipment		
576.20.300.30.11 Office Supplies (Consumables)		1,067.41
576.20.300.30.12 Printing & Copying Supplies (Consumables)	104.45	511.93
Total 576.20.300.30.00 Office/Computer Supplies & Equipment	**104.45**	**1,579.34**
576.20.300.30.13 Office Equipment (Non-Consumable)	65.91	366.03
576.20.300.30.14 Computer Equipment (Non-Consumable, Replacement)		780.91
Total 576.20.300.30.00 Shared Supplies	**170.36**	**2,726.28**
576.20.300.40.00 Shared Services		
576.20.300.40.10 IT/Computer Service		1,961.01
576.20.300.40.20 Legal Services		5,912.00
576.20.300.40.30 Communications		
576.20.300.40.32 Postage	88.20	137.20
576.20.300.40.33 Website & Email Hosting	155.88	1,312.88
576.20.300.40.34 Internet/VoIP Phones	639.28	6,955.69
576.20.300.40.35 Software Programs (non-financial)	16.49	940.17
576.20.300.40.36 Advertising/Posting Fees		329.00
576.20.300.40.37 Printing & Copying Services	895.91	4,935.69
Total 576.20.300.40.30 Communications	**1,795.76**	**14,610.63**
576.20.300.40.40 Bank Charges	5.75	372.53
576.20.300.40.50 Payroll Service	404.64	4,880.63
576.20.300.40.60 Membership Dues	12.09	767.09
576.20.300.40.80 Risk Management Services		
576.20.300.40.81 Security & Fire Alarms	354.00	2,080.10
576.20.300.40.82 Pest Control	79.66	576.55
576.20.300.40.83 Insurance		13,170.00

	TOTAL	
	NOV 2017	JAN - NOV, 2017 (YTD)
576.20.300.40.84 Fingerprinting Services & Supplies/Background Checks		385.00
Total 576.20.300.40.80 Risk Management Services	**433.66**	**16,211.65**
576.20.300.40.90 Financial Services		
576.20.300.40.92 CPA	915.00	6,627.50
576.20.300.40.93 Financial Software Programs		150.00
Total 576.20.300.40.90 Financial Services	**915.00**	**6,777.50**
Total 576.20.300.40.00 Shared Services	**3,566.90**	**51,493.04**
576.20.300.50.00 Shared Intergovernmental Services		
576.20.300.50.40 Annual Permits		593.00
576.20.300.50.60 State Audit	2,140.59	2,187.14
Total 576.20.300.50.00 Shared Intergovernmental Services	**2,140.59**	**2,780.14**
Total 576.20.300.00.00 Shared Expenditures	**6,814.83**	**66,755.39**
576.20.400.00.00 Pool Expenditures		
576.20.400.10.00 Pool Salaries & Wages		
576.20.400.10.10 Pool S&W - Lifeguards	8,769.65	99,217.76
576.20.400.10.20 Pool S&W - Instructors	3,225.81	38,365.66
576.20.400.10.40 Pool S&W - Director of Aquatics Operations	5,416.66	42,294.82
576.20.400.10.50 Pool S&W - Assistant Aquatics Managers	7,651.56	73,387.57
576.20.400.10.60 Pool S&W - Front Desk	2,350.93	31,500.79
576.20.400.10.70 Pool S&W - Overtime	1,220.71	13,916.85
576.20.400.10.80 Pool S&W - Other Taxable Compensation (Benefits Stipend)	2,064.66	17,623.35
576.20.400.10.90 Miscellaneous Payroll expense (Garnishment, etc.)		37.34
Total 576.20.400.10.00 Pool Salaries & Wages	**30,699.98**	**316,344.14**
576.20.400.20.00 Pool Personnel Benefits		
576.20.400.20.11 Pool Benefits - FICA	2,703.87	28,428.61
576.20.400.20.12 Pool Benefits - WA Unemployment	980.82	11,904.23
576.20.400.20.13 Pool Benefits - L & I	952.07	9,696.02
Total 576.20.400.20.00 Pool Personnel Benefits	**4,636.76**	**50,028.86**
576.20.400.30.00 Pool Supplies		
576.20.400.30.10 Pool Supplies - Program Supplies and Equipment		
576.20.400.30.11 Pool Supplies - Program, Exercise Classes		139.80
576.20.400.30.12 Pool Supplies - Program, Swim Classes/Instruction		412.20
576.20.400.30.13 Pool Supplies - Program, Special Events	94.81	2,353.34
576.20.400.30.14 Pool Supplies - Program, Staff Uniforms		1,807.39
576.20.400.30.15 Pool Supplies - Program, Safety Equipment	193.63	3,119.56
576.20.400.30.16 Pool Supplies - Program, Lifeguard Class		156.44
576.20.400.30.17 Pool Supplies - Program, Drop In/Open Swim		243.22
Total 576.20.400.30.10 Pool Supplies - Program Supplies and Equipment	**288.44**	**8,231.95**
576.20.400.30.20 Pool Supplies - Maintenance and Repairs Supplies		
576.20.400.30.21 Pool Supplies - Maint., Pool Chemicals	586.76	9,865.41

	TOTAL	
	NOV 2017	JAN - NOV, 2017 (YTD)
576.20.400.30.22 Pool Supplies - Maint., Janitorial	1,198.84	8,933.58
576.20.400.30.23 Pool Supplies - Maint., Tools and Equipment	936.48	2,020.46
576.20.400.30.24 Pool Supplies - Maint., Groundskeeping/Landscaping	119.57	812.92
Total 576.20.400.30.20 Pool Supplies - Maintenance and Repairs Supplies	**2,841.65**	**21,632.37**
576.20.400.30.30 Pool Supplies - Resale Inventory	260.08	3,279.48
576.20.400.30.40 Pool Supplies - Miscellaneous		283.85
Total 576.20.400.30.00 Pool Supplies	**3,390.17**	**33,427.65**
576.20.400.40.00 Pool Services		
576.20.400.40.10 Pool Svcs. - Transaction Services/Merchant Fees	884.82	7,251.96
576.20.400.40.30 Pool Svcs. - Advertising & Promotion		
576.20.400.40.31 Pool Svcs. - Graphic Design (A&P, Material Development)		780.00
576.20.400.40.32 Pool Svcs. - A&P, Printing & Copying	1.00	2,380.33
576.20.400.40.33 Pool Svcs. - Ads/Postings		228.00
576.20.400.40.34 Promotional Giveaways		26.03
576.20.400.40.35 Outreach Marketing Services		600.00
Total 576.20.400.40.30 Pool Svcs. - Advertising & Promotion	**1.00**	**4,014.36**
576.20.400.40.40 Pool Svcs. - Staff Development		
576.20.400.40.41 Pool Svcs. - Staff Dev., Travel/Transportation	26.36	26.36
576.20.400.40.42 Pool Svcs. - Staff Dev., Tuition/Registration Fees		1,498.08
Total 576.20.400.40.40 Pool Svcs. - Staff Development	**26.36**	**1,524.44**
576.20.400.40.60 Pool Svcs. - Utilities		
576.20.400.40.61 Pool Svcs. - Utilities, Electrical	1,447.51	15,996.92
576.20.400.40.62 Pool Svcs. - Utilities, Gas	4,254.61	44,518.96
576.20.400.40.63 Pool Svcs. - Utilities, Water	1,349.04	6,474.42
576.20.400.40.64 Pool Svcs. - Utilities, Sewer	57.00	1,129.46
Total 576.20.400.40.60 Pool Svcs. - Utilities	**7,108.16**	**68,119.76**
576.20.400.40.70 Pool Svcs. - Repairs and Maintenance Services		
576.20.400.40.72 Pool Svcs. - Repairs & Maint., Facility	330.98	31,799.21
576.20.400.40.73 Pool Svcs. - Repairs & Maint., Equipment	8,580.49	21,062.84
Total 576.20.400.40.70 Pool Svcs. - Repairs and Maintenance Services	**8,911.47**	**52,862.05**
576.20.400.40.80 Pool Svcs. - Travel (Mileage, Ferries, Parking, Gas, etc,)		21.04
576.20.400.40.90 Pool Svcs. - Miscellaneous Services		
576.20.400.40.91 Pool Svcs. - Misc., Scholarship Fund	313.53	6,182.42
576.20.400.40.92 Pool Svcs. - Misc., Red Cross (pass through)		350.00
576.20.400.40.96 Youth Free Passes		9.00
576.20.400.40.98 Gift Certificates		322.00
Total 576.20.400.40.90 Pool Svcs. - Miscellaneous Services	**313.53**	**6,863.42**
Total 576.20.400.40.00 Pool Services	**17,245.34**	**140,657.03**
Total 576.20.400.00.00 Pool Expenditures	**55,972.25**	**540,457.68**
586.00.300.00.00 Sales Tax Paid	460.37	7,508.55

	TOTAL	
	NOV 2017	JAN - NOV, 2017 (YTD)
591.76.300.70.00 Debt Service Principle		
591.76.300.70.10 City Bridge Loan Principal	9,052.91	98,742.73
591.76.300.70.20 Loans and Bonds Principal	48,555.02	96,427.85
Total 591.76.300.70.00 Debt Service Principle	**57,607.93**	**195,170.58**
592.76.300.80.00 Debt Service Interest		
592.76.300.80.10 City Bridge Loan Interest	1,068.57	12,593.55
592.76.300.80.20 Loans and Bonds Interest	8,009.98	16,702.15
Total 592.76.300.80.00 Debt Service Interest	**9,078.55**	**29,295.70**
597.00.300.00.00 Transfers Out		
597.00.300.00.10 Capital Improvement Fund		35,105.00
Total 597.00.300.00.00 Transfers Out		**35,105.00**
Unapplied Cash Bill Payment Expense	0.00	0.00
Total Expenses	**$133,586.69**	**$922,525.00**
NET OPERATING INCOME	**$3,481.63**	**$211,968.92**
Other Expenses		
Ask My Accountant		143.50
Transfer Activity		
CIP Transfers		-35,105.00
City Bridge Loan Principle	-9,052.91	-98,742.73
Loans and Bonds Principle	-48,555.02	-96,427.85
Total Transfer Activity	**-57,607.93**	**-230,275.58**
Total Other Expenses	**$ -57,607.93**	**$ -230,132.08**
NET OTHER INCOME	**$57,607.93**	**$230,132.08**
NET INCOME	**$61,089.56**	**$442,101.00**

Tukwila Pool Metropolitan Park District

TRANSACTION DETAIL CREDIT CARD ACCOUNTS

November 2017

DATE	NAME	MEMO/DESCRIPTION	AMOUNT
Tukwila Pool MPD (Reconcile) - 2794			
213.12 US Bank Michelle CC - 7436			
11/02/2017	Costco Wholesale	Resale Inventory: cornnuts, Vitamin water, gatorade, water	126.43
11/03/2017	Amazon.com	Dynarex Instant YObunO coldpacks	125.25
11/03/2017	eLifeguard.com	Premium Waterpark Lifeguard Hip Packs (4)	40.90
11/06/2017	Adobe	Monthly Subscription Acrobat Pro	16.49
11/07/2017	Home Depot	40 lb Ice Melt, 18" Mnt Movr Combo Shovel, Quickie Dual Blade Floor Squeegee	172.30
11/07/2017	Amazon.com	Special Event Supplies: Cold Beverage Dispenser 1.75 gallon, clear	16.37
11/08/2017	Qdoba Mexican Eats	Lunch for M. Simpson during Building Supervisor Skills 101 Training on 11-08-2017	11.44
11/10/2017	Bluehost	Service Dates: 11/09/2017 - 11/09/2018 Renew Plus Hosting: tukwilapool.org and sitelock security	155.88
11/15/2017	Buffalo Wild Wings	Lunch for M. Simpson during Building Supervisor Skills 201 Training on 11-15-2017	14.92
11/17/2017	Lowe's	Combo Lock, Shower Arm, Plumbing Tape, AquaSource Chrome Hose	48.27
11/17/2017	Costco Wholesale	3 Folding Chairs, 3rd Saturday Event Date: 11-18-2017 (Turkey Races) Chex Mix, Cake, Fruit	119.14
11/20/2017	Amazon.com	First Aid Only 50 Person First Aid Kit, Plastic Case with Dividers	27.48
11/20/2017	Lowe's	NeverKink 3/4-in x 100-ft Contractor-Duty Kink Free Vinyl Coiled Hose, Orbit Metal Dial Nozzle, Special Event Decor Supplies: Command Hooks and Velcro	97.77
11/20/2017	Swim Outlet	Resale Inventory: Sporti Antifog Plus Goggles	133.65
11/20/2017	Amazon.com	Model 9023 PK/200 - Kendall/Covidien Curity All Purpose Sponges	7.75
11/24/2017	Walmart	Stamps for 2018 New Rates Notification Letter batch mailing	88.20
11/25/2017	Amazon.com	Amazon Prime Membership Fee (one month)	12.09
11/30/2017	Indeed, Inc.	November 2017 Resume Contacts on Indeed.com	1.00
Total for 213.12 US Bank Michelle CC - 7436			**$1,215.33**
213.13 US Bank Richard CC - 6555			
11/01/2017	Office Depot	Paper	104.45
Total for 213.13 US Bank Richard CC - 6555			**$104.45**
Total for Tukwila Pool MPD (Reconcile) - 2794			**$1,319.78**

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

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

FROM: Michelle Simpson, Director

DATE: Jan 8, 2018

SUBJECT: **December Pool Operations Report**

STAFF UPDATES:

Christmas break we took the 2 weeks off from having swim lessons and did in-service trainings with all swim instructors. We spent about 12 hours in total over the course of a few days. We watched videos from the American Red Cross water safety instructors program, went over the all the skills and even had them practice teaching with each other. I also helped them with their strokes by refining them and giving them feedback. We currently have 8 instructors, some are in the middle of training and 2 newer ones that just started training. My hope is that we can start offering more classes at a time to help with the boost in scholarships this year!

Lifeguard In-service was held after the event on December 16th. We made it a pot luck holiday party as well as a white elephant gift exchange that the staff really loved. This in-service was only meant for going over the new 2018 employee handbook. Ellen was able to attend and meet all the staff.

PROGRAM REPORT

Swim Lessons- December's income looks a little low because we started registration and classes in November that spilled over into December. We had 130 participants registered this year versus 79 enrolled last year.

We had 43 participants in this year's winter fiesta. Last year there were 29. I think it went really well thanks to my wonderful staff and volunteers!!

New rates for the 2018 year have been imputed in Rec1.

Facility Update

-A huge thank you to everyone that came out to the "Done In a Day" volunteer day at the pool Saturday December 16th! We had a lot of fun working and eating! We got so much done and patrons commented how nice things looked outside!
-Handicapped men's shower was broken but I was able to replace the shower head and hose
-New years Day the Boiler was down when I arrived, McKinstry came out and fixed it. We were closed for most of the day. Staff cleaned and removed a lot of gum off the floor!

Future important dates:

Luau Event Jan20th 1pm!!

ATTACHMENTS

1. Operational Comparison Report
2. Rec 1 Revenue report
3. Rec 1 Membership Check-In report
4. Rec 1 Point of Sale report

Revenue Report for January 2018 TPMPD Board Meeting

November & December 2017 Monthly Comparison

Category	November 2016	November 2017	December 2016	December 2017
Merchandise Sales (Taxable)	$ 85.16	$ 185.87	$ 232.36	$ 151.25
Merchandise Sales (Non-Taxable)	$ 86.00	$ 158.00	$ 114.22	$ 157.75
Pass Sales	$ 1,166.24	$ 1,952.69	$ 2,034.19	$ 3,201.07
Lifeguard Classes	$ -	$ -	$ -	$ -
Other Fees (Red Cross Pass Thru)	$ -	$ -	$ -	$ -
Facility Rental (short-term)	$ 309.96	$ 506.42	$ -	$ 424.56
Equipment (Locker) Rental	$ 18.26	$ -	$ -	$ -
Facility Rental (long-term)	$ 656.50	$ 3,862.00	$ 2,800.00	$ 7,830.00
Cash Donations	$ 98.00	$ 65.00	$ 92.00	$ 222.00
Other Misc. Revenue		$ -	$ -	$ -
General Admission	$ 1,787.78	$ 2,103.41	$ 1,826.13	$ 2,088.81
Special Events	$ 84.94	$ 163.59	$ 84.94	$ 117.27
Swim Classes/Instruction	$ 3,188.50	$ 4,600.31	$ 1,789.50	$ 562.50
Exercise Classes	$ 25.00	$ 10.00	$ 6.00	$ 73.00
Sales of Capital Assets	$ -	$ -	$ -	$ -
Scholarship Usage	$ -	$ 313.53	$ -	$ 1,162.50
Gift Certificate Usage	$ -	$ -	$ -	$ -
Deposit Over / Short	$ -	$ (3.66)	$ 0.40	$ 9.75
Total Pool Operations Revenue	***$ 7,506.34***	***$ 13,917.16***	***$ 8,979.74***	***$ 16,000.46***
Sales Tax Collected	$ 336.40	$ 490.58	$ 409.15	$ 586.86
Total:	$ 7,842.74	$ 14,407.74	$ 9,388.89	$ 16,587.32

Scholarship Report for January 2018 TPMPD Board Meeting

November & December 2017 Monthly Comparison

Scholarship Funds Applied	November 2016	November 2017	December 2016	December 2017
Pre-School Classes	$ -	$ -	$ -	$ 24.75
Minnow Swim Classes (Ages 5 & under)	$ -	$ 101.76	$ -	$ 297.00
Sharks Swim Classes (Ages 6+)	$ -	$ 110.00	$ -	$ 347.25
Super Strokes Swim Classes	$ -	$ 101.77	$ -	$ 291.50
Pre-Comp Swim Classes	$ -	$ -	$ -	$ 202.00
Adult Swim Classes	$ -	$ -	$ -	$ -
Total:	$ -	$ 313.53	$ -	$ 1,162.50

Monetary Revenue from Swim Instruction Programs				
Lifeguard Classes	$ -	$ -	$ -	$ -
Other Fees (Red Cross Pass Thru)	$ -	$ -	$ -	$ -
Swim Classes/Instruction	$ 3,188.50	$ 4,600.31	$ 1,789.50	$ 562.50
Total Revenue from Swim Instruction Programs (Monetary Plus Scholarship Revenue):	***$ 3,188.50***	***$ 4,913.84***	***$ 1,789.50***	***$ 1,725.00***

TPMPD REC-1 General Ledger Summary

December 2017

GL Codes

GL Type	GL Code	Scholarship	Cash	Check	Credit/Debit	Total
Revenue	341.70.10: Sale of Merchandise (Taxed)	$ -	$ 46.06	$ -	$ 105.19	$ 151.25
Revenue	341.70.20: Sale of Merchandise (Untaxed)	$ -	$ 123.50	$ -	$ 34.25	$ 157.75
Revenue	347.30.10: Pass Sales	$ -	$ 172.72	$ 125.45	$ 2,902.90	$ 3,201.07
Revenue	347.60.30: Lifeguard Classes	$ 90.00	$ -	$ -	$ -	$ 90.00
Revenue	347.90.00: Other Fees-Pass through Red Cross	$ 35.00	$ -	$ -	$ -	$ 35.00
Revenue	362.40.10: Facility Rentals-Short Term	$ -	$ 10.00	$ -	$ 414.56	$ 424.56
Revenue	362.40.30: Facility Rentals (Long-Term/Contracted) Non-Taxable	$ -	$ -	$ 7,830.00	$ -	$ 7,830.00
Revenue	367.10.10: Cash Donations	$ -	$ 142.00	$ 25.00	$ 55.00	$ 222.00
Revenue	374.30.20: General Admission	$ -	$ 1,511.48	$ -	$ 577.33	$ 2,088.81
Revenue	374.30.20: Special Events	$ -	$ -	$ -	$ 117.27	$ 117.27
Revenue	374.60.10: Swim Classes and Instruction	$ 1,037.50	$ 104.00	$ -	$ 458.50	$ 1,600.00
Revenue	374.60.20: Exercise Classes	$ -	$ 31.00	$ 42.00	$ -	$ 73.00
Liability	369.00.10: Account Credit	$ -	$ -	$ -	$ -	$ -
Liability	386.11.00: Tax	$ -	$ 173.24	$ 12.55	$ 401.07	$ 586.86
Asset	111.10: Deposit Account	$ -	$ -	$ -	$ -	$ -
Asset	369.91.10: Scholarship Funds Applied	$ -	$ -	$ -	$ -	$ -
Totals for GL Codes		$ 1,162.50	$ 2,314.00	$ 8,035.00	$ 5,066.07	$ 16,577.57

QBO Adjustment for Deposit Over / Short		$ 9.75
Total:		$ 16,587.32

Run On 01/01/2018 02:41 PM

Run By TPMPD Bookkeeper

From 12/01/2017 12:00 AM

To 12/31/2017 11:59 PM

Check-In Summary by Membership

	Membership Name	Total Check-Ins
1.	1 Month Memberships 1 Month Adult	7
2.	1 Month Memberships 1 Month Family (2 Adults & Children)	4
3.	1 Month Memberships 1 Month Youth/Veteran/Senior	98
4.	10 Visit Memberships 10x Adult	48
5.	10 Visit Memberships 10x Youth/Veteran/Senior	153
6.	10 Visit Memberships Adult Resident	7
7.	3 Month Memberships 2018 3 Month Youth/Vet/Senior	2
8.	3 Month Memberships 3 Month Adult	21
9.	3 Month Memberships 3 Month Youth/Vet/Senior	91
10.	Annual Memberships 1 Year Adult	22
11.	Annual Memberships 1 Year Youth/Vet/Senior	232
12.	Annual Memberships Employee Family Pass	8
13.	Annual Memberships Youth/Senior Non-Resident	11
14.	Annual Memberships Youth/Senior Resident	6
15.	Exercise Pass 10 Visit 10x Exercise Adult	1
16.	Exercise Pass 10 Visit 10x Exercise Veteran/Senior	18
17.	Legacy Memberships Punch Passes	1
		730

Totals for Check-In Summary by Membership

730

Run On 01/01/2018 02:42 PM
Run By TPMPD Bookkeeper
From 12/01/2017 12:00 AM
To 12/31/2017 11:59 PM

POS Summary Report

	Item Description	Quantity	Total
1.	POS Item: Adult (18-54) NON-Resident	101	$367.51
2.	POS Item: Adult (18-54) Resident	55	$196.45
3.	POS Item: Adult (18-54) Resident	49	$178.23
4.	POS Item: Adult Exercise Class (18-54) Resident	1	$6.00
5.	POS Item: Clif Bar	1	$1.50
6.	POS Item: Clif Bar	4	$3.00
7.	POS Item: Corn Nuts	26	$39.00
8.	POS Item: Corn Nuts - staff	7	$5.25
9.	POS Item: Gatorade	21	$28.59
10.	POS Item: Gatorade - staff	12	$8.16
11.	POS Item: Late Night NON-Resident	3	$5.46
12.	POS Item: Late Night Resident	37	$67.25
13.	POS Item: Meat Stick	11	$16.50
14.	POS Item: Meat Stick - staff	11	$8.25
15.	POS Item: NO SCHOOL COME TO THE POOL! School Holiday	62	$112.76
16.	POS Item: Non-Scholarship Donation	207	$207.00
17.	POS Item: Nuts	12	$9.00
18.	POS Item: Nuts - staff	33	$16.50
19.	POS Item: Private Lesson xx	1	$30.00
20.	POS Item: Private Swim Lessons - Non-Resident	2	$70.00
21.	POS Item: Private Swim Lessons - Resident	2	$60.00
22.	POS Item: Scholarship 10	1	$10.00
23.	POS Item: Scholarship 5	1	$5.00
24.	POS Item: Semi-Private Swim Lessons - Resident	1	$40.00
25.	POS Item: Senior (55+) NON-Resident	69	$188.32
26.	POS Item: Senior (55+) Resident	127	$346.58
27.	POS Item: Senior Exercise (55+) NON-Resident	2	$10.00
28.	POS Item: Senior Exercise (55+) Resident	3	$15.00
29.	POS Item: Shower	16	$29.12
30.	POS Item: Special Events NON-Resident	15	$40.91
31.	POS Item: Special Events Resident	28	$76.36
32.	POS Item: Swim cap, silicone	4	$36.36
33.	POS Item: Swim Diaper	7	$12.72
34.	POS Item: Swim Goggles	8	$50.91
35.	POS Item: Tiger Bar	12	$12.00
36.	POS Item: Tiger Bar - staff	4	$2.00
37.	POS Item: Trail Mix	5	$7.50
38.	POS Item: Trail Mix - staff	15	$11.25
39.	POS Item: Veteran NON-Resident	3	$8.18
40.	POS Item: Veteran Resident	7	$19.09
41.	POS Item: Vitamin Water	1	$1.82
42.	POS Item: Vitamin Water - staff	9	$8.19
43.	POS Item: Water	16	$16.00
44.	POS Item: Water - staff	29	$14.50
45.	POS Item: Youth (3-17) NON-Resident	76	$207.20
46.	POS Item: Youth (3-17) Resident	137	$368.11
47.	POS Item: Youth Free Pass (3-17)	1	$0.00
		1255	$2,973.53
Totals for POS Summary Report			
		1255	$2,973.53

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: TPMPD Board of Commissioners, Pool Staff
FROM: Richard J. Rabe, District Administrator
DATE: January 8, 2018
SUBJECT: Monthly District Administrator's Report

The change in premium/deductible choice for the Property Loss Coverage with WCIA was successfully completed and acknowledged by Tiffany Woods, Programs and Information Technology Coordinator at WCIA.

The TPMPD Finance Committee is scheduled to meet on January 22nd, in the breakroom. I'd like to add $500 for travel expenses needed to transport multiple bankers' boxes of archival records to the Bellevue location of the State Archivists Office (State Records Officer). We should also consider adding about $400 to $500 for computer add-ons in 2018, like mice, UPSs, etc.

We are looking into purchasing UPSs back-up batteries for the PCs, firewall, switch, and the server. An estimate from Cascade Computer Maintenance is included herewith. Total cost = $1,915.94

There is a WCIA Full Board meeting on January 19, 2018, at the Double Tree Suites (16500 Southcenter Parkway, Tukwila, WA 98168), with training in "Risk Management for Small to Large Recreation Programs." **9:00 a.m. to 10:00 a.m.** A business meeting follows the training starting at 10:15 a.m. I have registered myself to attend this free event, as it satisfies one of our required attendances at two Full Board meetings every year. The training promises to be greatly enlightening. WCIA is also sponsoring a free training on Feb. 6th in Tukwila, that Ms. Simpson is going to attend, and from which I would also benefit. It will consist of a follow-up round-table discussion of Risk Management issues.

The next deadline for submitting items for the Agenda Packet for the February 12th Board of Commissioners (BoC) meeting is next Febuary 5th.

At our first meeting with Ellen as TPMPD Board President, she, Jeri and I agreed to set February 5th as the deadline for reporting cancellation of their contract to Broadview Communications, if a decision is reached to switch telephone vendors. Broadview's contract expires March 12th, and it has a 30-day cancellation notice window. If we do not meet the notification deadline, they will automatically renew their contract with us for a full 12-month term. The details of the Broadview contract and relationship will be presented during New Business, later.

The Ricoh contract expires March 31st, and will be presented at the February BoC meeting. Research into contracting through the Western States Contracting Alliance is ongoing.

The updated personnel roster is available tonight to those who need a copy of it.

5519 6th Ave South, Suite 102 • Seattle WA 98108
Phone: (206)248-5971

Purchase Agreement

Agreement made as of January 4, 2018 between Cascade Computer Maintenance ("CCM"), an Oregon Corporation, and:

Tukwila Pool Metropolitan Park District (TPMPD)
(Buyers full legal name)

Attn: Richard Rabe rrabe@tukwilapool.org
(Buyers full legal address)

Buyer agrees to purchase and CCM, by its acceptance of the Agreement, agrees to sell subject to the conditions of sale herein specified, the equipment and features listed below:

Device	Qty	Price	Total
APC PS for PC	5	$250.00ea.	$1250.00
APC UPS NAS Server	1	$195.00ea.	$195.00
APC UPS for Switch and Firewall	1	$270.00ea	$270.00
		Total Hardware before Tax	$1715.00

Project:
Install UPS at each work station and load software. Install UPS for networking equipment and NAS.

Installation Estimate:

Travel:	.5hr	$42.30
Labor:	2hr	$158.64
Total:		$200.94

.

Terms and Conditions: Payment in full is due at the time of ordering for all hardware purchases. All sales are subject to product availability and prices are subject to change. Additional shipping and handling charges may apply. Prices do not include labor and will be billed at the prevailing rate.

Accepted by:
CASCADE COMPUTER MAINTENANCE

By: _____
Title: _____
Date: _____
CCM Rep:

Accepted by:
_____
(Buyer's full legal name)

By: _____
Title: _____
Date: _____
Customer Account Number: _____

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **TPMPD Board of Commissioners**

FROM: Sharon Shipman, Tukwila Pool Advisory Chair

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

ISSUE:

Summary of the December 16, 2017 TPAC Meeting.

DISCUSSION:

1. **TPAC Bylaws-** Copies were made of the current bylaws and suggestions of changes plan to be discussed at our January meeting.
2. **Emergency Procedures for a Power Outage-** Michelle and Kim are working together to update necessary changes.
3. **Food Drive-** Ellen Gengler was contacted to place $1 off admission for can food donation for the January Event.
4. **Officers for the 2018 –** The following officers were voted in at our December meeting:
   Sharon Shipman, Chair
   Diane Meyer, Vice Chair
   Ivan Cockrum, Secretary

Tukwila Pool Advisory Committee

November 16, 2017

APPROVED Meeting Minutes

Meeting Location: Tukwila Community Center

Attendance: TPAC: Sharon Shipman, Aaron Shipman, Ivan Cockrum, Jacque Carroll

TPMPD: Diane Meyers

STAFF: Michelle Simpson

1. Meeting called to order at 8:15

4. Business Items:

a) **Budget:** $80,000 total has been cut from out of the budget.
b) **Last Event:** 91 kids attended the Pumpkin Plunge.
c) **CARE Night:** The pool is looking to keep totes at the pool to save clothing and swim suits to be donated to next year's CARE Night at Thorndyke Elementary.
d) **Spirit of Giving:** Michelle is talking to the community center to get the word out about the new scholarships. There is a barrel located in the lobby of the pool for donations. Aaron, Michelle, Sharon, Diane, Jeri, Ivan and Vanessa will be volunteering at the Spirit of Giving. We will be wearing our pool volunteer shirts to the event.
e) **Food Drive:** It was suggested that we hold a can food drive and receive $1 off admission to the pool. How can we help and contact Pastor Jan.
f) **Drug Testing:** We need Parental waivers and Richard is working on that now.
g) **Audit:** Auditor requested there be a 2nd till. Ivan and Di mentioned getting a locked bank bag from the bank.
h) **Winter Done in a Day:** Michelle is very excited to have another Done in a Day event. The gutters need to be cleaned. Plywood needs to be covering the electrical, which goes into the pool. The pine needles need to be shoveled. Tree fell during the last storm and there is still debris that need to be cleared. Lastly, the emergency lights batteries need to be replaced. Meeting at the pool on Dec. 16th.
i) **Bylaws**: Diane suggested waiting for Jeri and Vanessa to go over at the next TPAC meeting.
j) **Think about new officers**

5. Next TPAC Meeting is scheduled for Saturday, 12/16/2017 8:10am at the Tukwila Community Center.

6. Meeting Adjourned at 9:30am

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board of Commissioners

FROM: Richard J. Rabe, District Administrator

DATE: January 8, 2018

SUBJECT: Resolution 2018-01

Resolution 2018-01 was suggested by Commissioner Zaputil as a way to provide increased coverage of the need to have two signatures on expense vouchers and other financial documents needing both a Commissioner and the District Administrator to sign. This is to ensure timely signing is most efficiently undertaken, and to prevent unnecessary delays caused by unforeseeable absences.

The resolution also changes the names of the new Clerk and President of the Board of Commissioners, to reflect changes that occurred due to the election of Aaron Shipman to the Board and due to the appointment of Ellen Gengler to be President of the Board.

This resolution repeals last year's resolution, which put the (then newly hired) District Administrator, Richard J. Rabe, onto the Authorized Signatory list, as well as to add the interim Commissioner, Diane Myers, who has been succeeded by Commissioner Shipman.

[NOTHING FOLLOWS]

TUKWILA POOL METROPOLITAN PARK DISTRICT

AUDITING OFFICER DELEGATION RESOLUTION (Revised)
FOR TUKWILA POOL METROPOLITAN PARK DISTRICT #17591

RESOLUTION 2018-01

APPOINTING OF AUDITING OFFICERS FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF WARRANTS AND ELECTRONIC TRANSACTIONS PRIOR TO BOARD OF COMMISSIONERS APPROVAL AND REPEALING RESOLUTION #2017-03.

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

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

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;

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

WHEREAS this agency shall enact the following policies and procedures pursuant to RCW **42.24.180:**

1. All routine operating claims against Tukwila Pool Metropolitan Park District will be pre-audited and signed by any two of the Auditing Officers; and
2. The Auditing Officers shall be bonded for no less than $50,000 to assure the faithful discharge of their duties; and
3. Tukwila Pool Metropolitan Park District #17591 establishes the necessary purchasing and disbursing procedures that implements effective internal control for issuance of warrants and claims; and
4. The Board of Commissioners shall review and approve the claims paid at its next regularly scheduled public meeting; and
5. If the Board of Commissioners disapproves some claims, the Auditing Officers will recognize these claims as receivables of the District and will pursue collection diligently until the amounts are either collected or the Board of Commissioners approves the claims.

THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Tukwila Pool Metropolitan Park District #17591 does resolve as follows:

Section 1: Authorize the Auditing Officers, to include the Board Clerk Aaron Shipman, District CPA, Alan Dance; the Board President Ellen Gengler; and the District Administrator Richard J. Rabe, Commissioner Christine Neuffer, Commissioner Jeri Frangello-Anderson, and Commissioner Vanessa Zaputil to submit vouchers for payment and disbursement in accordance with Tukwila Pool Metropolitan Park District #17591 prior to the Board taking action to approve said claims; and

Section 2: Resolution 2017-03 is hereby repealed.

ADOPTED by the Board of Commissioners of Tukwila Pool Metropolitan Park District #17591 at a regular meeting held on this 8th day of January, 2018.

RESOLUTION 2018-01

ATTEST:

_____ Date:_____

By: Aaron Shipman, Board Clerk

_____ Date:_____

By: Ellen Gengler, Board President

[Nothing Follows]

Accounts Payable Authorized Signature Form

(For Districts for which King County, as Treasurer, Issues Payments)

SECTION 1 – GENERAL INFORMATION

Please complete each field below. For the "Number" field, enter the first 5 digits of your Fund Numbers. Typed/ electronic entries are preferred for readability.

District/Organization Name: Tukwila Pool Metropolitan Park District

Street Address: 4414 S. 144th Street

City/ State/ Zip: Tukwila, WA 98168

General Telephone #: 206-267-2350 Number: 17591

Fax #:

Primary Contacts

Name: Richard J. Rabe Title: District Administrator

Telephone #: 206-267-2350 ext. 102 Email: rrabe@tukwilapool.org

Name: Ellen Gengler Title: President of the Board of Commissioners

Telephone #: 206-552-1620 Email: egengler@tukwilapool.org

SECTION 2 –AUDITING OFFICER(S) DELEGATED WITH PAYMENT APPROVAL AUTHORITY *(If Applicable)*

Complete the fields below for each Auditing Officer that has been delegated signatory authority in accordance with RCW 42.24.180. This RCW is intended to expedite the issuance of warrants by authorizing one or more persons signatory authority to approve warrant issuance before the board has acted to approve the claims. A copy of the resolution delegating this authority is required to accompany this form. When submitting Voucher Approval documentation, it is understood that any restrictions attached to an Auditing Officer's signatory authority will have been honored by the Auditing Officer. Due to the electronic voucher data submission process, King County does not monitor these restrictions.

Number of Required Auditing Officer Signatures for Payment of Claims: 2

Auditing Officer Signatures

	Name	Telephone	Email
Sign:	Richard J. Rabe		
Print:	Richard J. Rabe	206-267-2350 ext. 102	rrabe@tukwilapool.org
Sign:	Alan P Dance		
Print:	Alan Dance	425-283-5425	tpmpd@forprivateclients.com
Sign:			
Print:	Ellen Gengler	206-372-3316	egengler@tukailapool.org
Sign:			
Print:	Jeri Frangello-Anderson	206-552-1620	jfrangello@tukwilapool.org
Sign:			
Print:	Vanessa Zaputil	206-242-9945	vzaputil@tukwilapool.org
Sign:			
Print:	Christine Neuffer	206-930-5729	cneuffer@tukwilapool.org
Sign:			
Print:	Aaron Shipman	360-789-2652	ashipman@tukwilapool.org

Accounts Payable Authorized Signature Form

(For Districts for which King County, as Treasurer, Issues Payments)

SECTION 3 – BOARD MEMBERS – APPROVALS AND PAYMENT CERTIFICATION AUTHORIZATION

If an Auditing Officer with signing authority, per RCW 42.24.180, has not been delegated or, if such an Auditing Officer is delegated and any designated restriction is exceeded, board action is required for warrant issuance. As members of the board, the following persons are also authorized to sign for Approval and Payment Certification as per RCW 42.24.080 and other respective agency RCWs.

Number of Required Board Member Signatures for Payment of Claims: 2

Board Member Signatures

	Name	Telephone	Email
Sign:			
Print:	Jeri Frangello-Anderson	206-552-1620	jfrangello@tukwilapool.org
Sign:			
Print:	Ellen Gengler	206-372-3316	egengler@tukwilapool.org
Sign:			
Print:	Aaron Shipman	360-789-2652	ashipman@tukwilapool.org
Sign:			
Print:	Christine Neuffer	206-930-5729	cneuffer@tukwilapool.org
Sign:			
Print:	Vanessa Zaputil	206-242-9945	vzaputil@tukwilapool.org

I attest the above information is true and accurate and the signatures herein are authorized as described. Our district will execute a new form with King County Accounts Payable as information or signatories change:

Signature: _____ Date: _____

Print Name: _____ Title: President

Chairperson/ President

District/Organization Name: Tukwila Pool Metropolitan Park District

Please send King County Accounts Payable this original completed form and, if applicable, a copy of a resolution delegating signatory authority *(sample attached)*. Incomplete forms will be returned. Please send documents to:

King County Accounts Payable
Attn: Special Districts
401 5th Avenue, Room 323
Seattle, WA 98104

If you require assistance completing this form, please contact (206) 263-9284 or SpecialDist.AP@kingcounty.gov.

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board of Commissioners

FROM: Richard J. Rabe, District Administrator

DATE: January 8, 2018

SUBJECT: Broadview Contract, Renewal and Alternatives

Upon review of our contract with Broadview Networks, and after calling them to confirm some details, it was confirmed that the expiration date is March 12, 2018. The Master Terms and Conditions part of the agreement, under "Term" states that "The Term shall automatically extend for 1-year periods, unless Customer notifies Company in writing of its intent not to renew at least 30 days prior to the end of the current Term."

The least expensive alternative is a bundled package from Comcast, for six leased VoIP phones, continuation of our current 10/50 mbps internet service, and (bundled-in) basic cable TV service. The monthly price was quoted at $279.50, plus taxes, which were quoted at roughly $27.95 per month. Thusly, the "out-the-door" price for Comcast is $307.45 monthly.

With assistance from Kim McCoy, CenturyLink Communications was also researched, resulting in obtaining the information presented on the page he kindly drafted, attached herewith:

Six purchased phones

The existing Comcast internet service billing is $171.63 monthly, including taxes.

The Broadview bills have been increasing monthly, and are now $467.66.

Total monthly cost, presently **= $639.29**. (Broadview and Comcast Internet)

Comcast Package, inclusive = $307.45 monthly (without rented phones)

Monthly savings = $331.82

One Time Costs = $263.78 installation/activation plus ± $660 for telephones phones ≤ $923.78

[NOTHING FOLLOWS]

Comcast Quote - January 5, 2018

via Eric Jensen in Comcast Business Sales, Eric_Jensen@Comcast.com, 303-662-6838 Direct
with Richard Rabe
To go with 50Mbps internet service and six VoIP phone lines, here is the breakdown of costs.

Terms and Conditions, Details promised to follow in e-mail

Device or Service		Qty	Price	Total
Leased Phones, 24 mo. Service (3 minimum)		6	$66.53	$399.20
Activation per phone (one time)			only once	278.70
Leased Phones, 36 mo. Service (3 minimum)		6	61.59	369.50
Activation per phone (one time)			only once	179.70
Modem, Router (included)		1	00.00	00.00
Porting / activation (one time)		1	only once	119.80
VoIP Lines, (w/6 “Seats”)		2	00.00	00.00
50 Mbps Internet, Cable TV, and phone service		1	279.50	279.50
Stated taxes and fees		1	27.95	27.95
Total (monthly, w/o phones)				307.45
Total, One Time with phones - 24 months			only once	338.60
Total, One Time with phones - 36 months			only once	239.60
24 months, with phones			monthly	477.84
36 months, with phones			monthly	444.84

Phones:
Panasonic Select, “Voice Edge Select,” VoIP, Docked Functionality, 2 Desktop, 4 Remote Wireless Receivers, with Range Extenders

Service:
Without auto-attendant (phone tree offered immediately to all callers)
Includes Voice Mail and save-able message files in .wav format

Contract:
No Evergreening, M2M after lease, 60 days written notice to cancel
24- or 36-month options
Pricing valid through January 21st

Comcast Business VoiceEdge Select™

An all-in-one phone solution to help your small business make a big impression.

Comcast Business VoiceEdge Select gives you everything your small business needs to stay connected in today's complex business environment. Powered by the Comcast Gig-speed network, VoiceEdge Select combines all the features you've come to expect in a VoIP service plus business-grade phones, a mobile app and advanced features typically associated with big-business phone systems costing much more.

OVER 20 CALLING FEATURES INCLUDING:

- Unlimited local and nationwide long-distance calling
- Caller ID & Caller ID blocking
- Phone call distribution
- Call forwarding
- Music on hold
- Voicemail
- And more

NO CAPITAL OUTLAY

Business-grade Panasonic phones are included. Choose from cordless and desk phone options and keep your existing phone number(s).

ADVANCED FEATURES INCLUDE:

Automated Attendant – Call routing and customizable greetings give your business a polished presence to customers and other callers

Be Anywhere with the Comcast Business app – Receive and make calls from any device (desk phone, mobile phone, home phone) while showing a single business number for a unified appearance and manage your phone system remotely

Moveable calls – Seamlessly transfer from one phone to another while calls are in progress without missing a beat

Readable Voicemail – Quickly scan messages while on the go with voice to text translation

Cloud-based phone updates – Automatic updates ensure your phone system always has the most current features

NEED MORE REASONS TO SWITCH TO VOICEEDGE SELECT?

With VoiceEdge Select, you get hassle-free installation with no additional building wiring required.

Restrictions apply. Not available in all areas. Limited to Comcast Business VoiceEdge Select. Limit 8 seats per business. If there is a power outage or network issue, calling, including to 911, may not be available. © 2017 Comcast. All rights reserved. CB-VES_SLS90484_10.17

COMCAST BUSINESS

BUILT FOR BUSINESS

INTERNET, VOICE AND TV
WITH SAVINGS YOU CAN SEE.

COMCAST BUSINESS Internet, Voice and TV deliver a wide range of tools designed to provide you with the advanced business technologies to meet your demands, the scalability to grow with your business, and the value to save you money each and every month.

You also get 24x7 Business support, a dedicated local Account Team and advanced voice management tools included at no additional charge. Plus, the convenience of having all your services from one provider and on an easy-to-manage monthly bill.

Comcast Business Internet, Voice and TV – Reliable business solutions you can count on and savings you can see.

INTERNET

- Downloads up to 250Mbps, uploads up to 25Mbps available.
- Choose from different speed options to meet your needs.
- Static IP addresses are available (static IP supports IPv4 and IPv6*).

WiFi:

- Private WiFi for your business: Give your employees the secure access and portability they need.
- Public WiFi for your business: Make your patrons happy and productive by offering them access to your XFINITY WiFi Hotspot.
- WiFi Pro: More Control. More Customization. More Security.

Advanced Security:

- IP Gateway - On-site firewall protection installed and managed by Comcast and supports multiple computers and VPN connectors

VOICE

- Unlimited local and nationwide long distance calling including calls to Canada, Puerto Rico and other U.S. territories.
- Popular calling features like Hunt Group, Call Forwarding, Call Waiting, Call Transfer, Caller ID, Business Directory Listing, and more.
- Call Forward Not Reachable feature included to help ensure business voice continuity during power outages or other natural disasters.
- Voice mobility features that link your business phone to your iOS and Android mobile devices, so you're always connected.
- Online access to voicemail.
- Online access to monthly billing statements, call details and bill payment.
- Toll-free services available.

TV

- Basic TV package offers broadcast, public access and educational channels to keep customers entertained and employees informed.
- TV upgrade packages available - packages include information, entertainment, family and sports channels such as CNBC, Food Network, Disney XD, GOLF Channel, The Weather Channel and more.
- Sports Pack available with certain levels of service - includes Fox College Sports, NFL Network, NBA TV, NHL Network, MLB Network, ESPN Classic and NFL RedZone (where available).
- HD programming available – delivering crisp, clear picture and sound for the best viewing experience possible.

OUR COMCAST BUSINESS PROMISE

- 30 Day Money Back Guarantee
- Support Everywhere: Phone, Web, Onsite
- 24x7 Dedicated Business Support

COMCAST BUSINESS 250/25 INTERNET
COMCAST BUSINESS VOICE
COMCAST BUSINESS TV

COMCAST BUSINESS PROMISE

COMCAST BUSINESS B4B

ADDITIONAL
BUSINESS SERVICES

COMCAST BUSINESS CLOUD SOLUTIONS℠

An online marketplace of cloud-based applications that are built for business. Our Comcast Business experts curate and maintain the marketplace, selecting some of the best apps designed to help boost your business's productivity.

- Online Backup
- File Sharing
- Security & Anti-Virus
- Marketing & CRM
- Web Conferencing
- Hosted Email
- Microsoft Office 365

Comcast Business Cloud Solutions now offers Microsoft Office 365. Office 365 delivers the productivity apps you love, such as:

- Word
- Excel
- PowerPoint
- Outlook Email, Contacts, Calendar & Scheduling
- File Sharing
- Online Meetings
- And more Microsoft Office Tools for Professionals

Accessible from anywhere, on any device.

Worry less, work easier, and work together.

Restrictions apply. Not all services or speeds available in all areas. Minimum term contract required. Early termination fees apply. Pricing subject to change. Equipment, taxes and fees (including regulatory recovery fees, Broadcast TV Fee and Regional Sports Fee) extra, subject to change. Not all features are available in all packages. **Internet:** Actual speeds vary and are not guaranteed. *IPv6 may not be available in all areas. **Voice:** $29.95 activation fee (per line, up to 4 lines) applies. Service (including 911/emergency services) may not function after an extended power outage. **TV:** Depending on package, may be available for private viewing venues only and may not be available for public viewing areas such as bars, restaurants or residential addresses. Call for restrictions and complete details.
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250/25 SMB3P_SLS90025_9.16

Quote via **CenturyLink** chat January 4, 2018
Kim McCoy with Jeremiah H (jeremiah.hein@centurylink.com)

To go with 60Mbps internet service and six VoIP phones, here is the breakdown of costs.

Device or service	**Qty**	**Price**	**Total**
Polycom VVX 311 phones	6	$180.00	$1,080.00
Modem	1	$99.99	$99.99
Intenet activation	1	$29.99	$29.99
Taxes			$118.00
Total			$1,327.98

Service, monthly	**Qty**	**Price**	**Total**
VoIP Lines	6	$25.00	$150.00
Internet	1	$159.99	$159.99
Stated taxes and fees			$10.00
Total			$319.99

Am thinking that taxes and fees may be higher than quoted. Otherwise, there it is, for a very quick quote.

I DO strongly recommend at least a quick look online at comparisons of quality of service and customer satisfaction for a new phone system, whether Comcast, CenturyLink, or something else. Vonnage is among the highest rated.

Kim McCoy

Broadview NETWORKS

ORDER FORM & AGREEMENT
Tukwila Pool MPD
October 23, 2014

Deal Number: **1490703094**
Account Executive: **Netstar Inc**

Company Information

Company Name: Tukwila Pool MPD
Address: 4414 S 144th St, Tukwila, WA 98168
Main Phone #:
Website:
Primary Contact Name:
Primary Contact Phone:
Primary Contact Email:

Business Type: _____
Federal Tax ID #: _____
Social Security #: _____
Bank Name: _____
Bank Account #: _____
D-U-N-S #: _____
Tax Exempt Status: _____

Summary of Monthly Recurring Charges

4414 S 144th St, Tukwila, WA 98168

Product	Variable	Fixed (MRC)
OfficeSuite Nationwide 3.0 - DIA: A-1.5 Mb/s	-	$394.36
TOTALS		$394.36

** Refer to the DETAILED PROPOSAL document referenced herein for a complete itemization of all rates.*

Estimated one-time fees including install fees, professional services, and equipment required to configure services is **$0.00**.

Customer: **TUKWILA POOL MPD**
Deal Number: **1490703094**

Acknowledgements & Authorizations

By signing this Order Form and Agreement, Customer authorizes Broadview Networks, Inc. ("Company") to provide it with the "Services", at the locations and for the rates set forth above, and agrees to pay Company said rates for such Services at such locations, for the full Contract Term. The Services shall be provided in accordance with Company Tariffs maintained on file with applicable federal and state regulatory authorities (the "Tariffs"), the Master Terms and Conditions and the Product-Specific Terms and Conditions available on Company's website and the "DETAILED PROPOSAL" attached hereto, all of which are expressly incorporated by reference herein. Rates and charges are exclusive of taxes, surcharges and fees, which in addition to applicable non-recurring and other charges, are set forth in Company Tariffs and on Company's "Standard Pricing Schedules" (also available on Company's website), as modified from time to time.

The Master Terms and Conditions and Product-Specific Terms and Conditions can be found at:
- Master Terms and Conditions:
  http://corporate.broadviewnet.com/customer-terms-and-conditions/Master_TC.pdf
- E911 Policy:
  http://corporate.broadviewnet.com/customer-terms-and-conditions/E911_Policy.pdf
- OfficeSuite® Terms and Agreements:
  http://corporate.broadviewnet.com/customer-terms-and-conditions/OfficeSuite_TC.pdf

Customer agrees to furnish such letters of agency/authorization to Company as shall be required in connection with the Services. Customer authorizes Company to contact credit references, to obtain credit reports through credit bureaus and to undertake such investigation as shall be reasonable and necessary to verify Customer's credit history.

Customer acknowledges as follows and represents that the undersigned is authorized to make such acknowledgement and to execute this Order Form and Agreement on its behalf.

- I have read and agree to the Master Terms and Conditions
- I have read and agree to the Product-Specific Terms and Conditions
- I understand that this Order Form and Agreement is for a term of 3 years and that early termination charges may apply if it is terminated early
- I have read and understand the VoIP Notification, Important Customer Information Regarding Emergency Services - 911 Dialing (available at http://www.broadviewnet.com/About-Broadview-Networks/customer-terms-conditions/)

Authorized Signature

Printed Name: De'Sean Quinn

Title: TPMPD - President

Date: 12-1-14

DETAILED PROPOSAL
Tukwila Pool MPD
October 23, 2014

Deal Number: **1490703094**
Account Executive: **Netstar Inc**
Term Length: **3 years**

Company Information

Company Name: Tukwila Pool MPD
Address: 4414 S 144th St, Tukwila, WA 98168
Main Phone #:
Website:
Primary Contact Name:
Primary Contact Phone:
Primary Contact Email:

Secondary Contact Name: _____
Secondary Contact Phone: _____
Secondary Contact Email: _____
Billing Contact Name: _____
Billing Contact Phone: _____
Billing Contact Email: _____
Bill Format: Paperless Bill

4414 S 144th St, Tukwila, WA 98168

Site Contact: _____ **Site TN:** _____ **Site Email:** _____
Vendor (PBX) Contact: _____ **Vendor TN:** _____ **Vendor Email:** _____
Demarc: _____

	Proposed Broadview Configuration			
Product	**Quantity**	**Total Install**	**Unit Price**	**Monthly Total**
OfficeSuite Phone DIA				
OfficeSuite	1	0.00***	0.00	$0.00
Speed: 1.5 Mb/s	1		0.00	$0.00
Transport: Standard Transport	1		0.00	$0.00
Handoff: Standard	1		0.00	$0.00
VoIP: A-1.5 Mb/s	1	0.00***	213.00***	$213.00
Simultaneous Call Capacity	4		25.00***	$100.00
16-Key LCD Phone included	6	0.00***	10.00***	$60.00
International Plan: Basic Rates	1		0.00	$0.00
Voice Auto-Failover Protection Service	1***	0.00***	10.00	$10.00
VoiceOverIP Twinning	6		0.00***	$0.00
Regulatory Adjustment Fee (RAF)	4		2.84	$11.36
OfficeSuite Phone DIA Sub-Total		**$0.00**		**$394.36**

*** Indicates special pricing.

Additional Information for OfficeSuite Phone DIA

Installing Party	Broadview
Main Line Calling Line ID	Required

Customer: **TUKWILA POOL MPD**
Deal Number: **1490703094**

4414 S 144th St, Tukwila, WA 98168	
OfficeSuite Extension Length	3 digit (100-599)
Tenant Admin Name	
Tenant Admin Email	
Tenant Admin Desired Extension	
CPE [If Customer Provided]: Cisco Router Model	
CPE [If BVN]: Make, Model, Part Number	
CPE [If BVN]: Rental MRC	
REF	21-36258716

Normal installation fees apply.

Special Instructions for OfficeSuite Phone DIA:

Location Sub-Total	**$0.00**	**$394.36**

TOTALS		$0.00		$394.36

Total projected one-time fees including install fees, professional services, and equipment required to configure services: **$0.00**

This detailed proposal was prepared by Broadview Networks exclusively for **Tukwila Pool MPD**.

Broadview Networks

Letter of Authorization
(Allows Broadview Networks to process your order)

To Local Telephone Company: This is to advise you that I/we have selected Broadview Networks ("Broadview Networks"), as my/our_____Local_____Intralata Toll_____Long Distance (check one or both) carrier to act as my/our agent for all matters related to the provision of local/long distance telephone service in conjunction with the numbers listed below ,(the "Numbers"), including changing my/our current Local Exchange Carrier ("LEC")/Primary Interexchange Carrier ("PIC"), if any, from my/our current provider(s) to Broadview Networks. This authorization shall remain in effect until cancelled by me/us in writing or otherwise. Broadview Networks is authorized to order, change and terminate local/long distance service for the Numbers I/we hereby authorize and direct you to deal directly with Broadview Networks or its designated representative, to follow its directions and to make available to it any and all information pertinent to the provision of local/long distance telephone service in conjunction with the Numbers. I/we understand that for any one telephone number only one local carrier and one long distance provider may be designated and that by signing this Letter of Agency, my/our current local/long distance carrier for the Numbers, if any, will be changed to Broadview Networks. I/we also understand that changing my/our local/long distance carrier may result in a charge to me/us.

Customer (Subscriber) Billing Name: (as it appears on phone bill)

_____

Billing Address:

_____

Numbers: _____

And all numbers associated with the above_____(Initial)

Authorized Signature: _____ Title: TPMPD - President

Printed Name: Di'Sean Quinn Date: 12-1-14

Master Terms and Conditions

Services: Services (the "Services") are as set forth on the Order Form and are provided by Broadview Networks, Inc. and/or its affiliates and/or subsidiaries ("Company"). Provision of the Services is subject to Company Tariffs, as modified from time to time, on file with applicable federal and state regulatory agencies. Any conflict or inconsistency among or between (i) these Master Terms and Conditions, (ii) the Product-Specific Terms and Conditions, (iii) the Order Form and (iv) the Service Proposal shall be resolved according to the above order of precedence, from the document with the greatest control to the least. Hereinafter, (i) these Master Terms and Conditions, (ii) the Product-Specific Terms and Conditions, (iii) the Order Form and (iv) the Service Proposal shall be collectively referred to as the "Agreement."

Availability of the Services: The Company shall use commercially reasonable efforts to provide the Services. The Company's obligation to furnish the Services is dependent upon its ability to obtain and retain (i) access to suitable facilities and services without unreasonable expense and (ii) all necessary governmental authorizations. The Services may be (i) temporarily refused due system capacity limits or to other circumstances beyond Company's control or (ii) temporarily interrupted due to facilities modifications, upgrades, relocations or repairs or similar activities necessary for the proper or improved provision of the Services. Company reserves the right to modify the Services from time to time. Customer shall obtain no property right in the use of any facility, connection, equipment, number, process or code.

Order Acceptance: No order for the Services shall be binding upon Company until such order has been accepted in writing by Company. Company, in its sole discretion, may decline to accept any order for the Services. All orders are subject to credit approval.

Term: The Term of the Agreement shall be as set forth on the Order Form and shall commence on the earlier of (i) the date the Services are activated by Company or Customer or (ii) the date specified in the applicable Product-Specific Terms and Conditions. The Term shall automatically extend for 1 year periods, unless Customer notifies Company in writing of its intent not to renew at least 30 days prior to the end of the current Term. Fees may apply in the event that (i) Customer cancels an order for the Services prior to activation of the Services, or (ii) if Customer discontinues the Services prior to the end of the current Term, or (iii) Company terminates the Services as a result of Customer's breach of these Master Terms and Conditions or the applicable Product-Specific Terms and Conditions. Early termination fees are set forth on the Order Form. Customer agrees that these early termination fees represent liquidated damages and not a penalty and are a reasonable estimate of the actual reduction in value of this Agreement that Company will sustain.

Rates and Charges: Rates and charges for the Services are set forth on the Order Form, on Company's Standard Pricing Schedules and in the Tariffs. All listed rates and charges are exclusive of federal, state and local sales, use, value added, excise, duty and other taxes, as well as amounts paid by Company, directly or indirectly, to, or as a result of, actions taken by, governmental or quasi-governmental authorities, which amounts may be passed on to Customer by Company, with associated administrative fees. Installation, change, expedite, overage, disconnection, reconnection, repair, early termination and other non-recurring charges may apply. Calls using the Services are rounded up to the next minute at the termination of the call.

Rate Adjustments: Customer may terminate this Agreement on thirty (30) days' prior written notice to Company with no further liability to Company in the event that Company increases the overall rates for the Services in an aggregate amount in excess of five percent (5%) in any twelve (12) month period; provided that Customer shall be required to pay for all of the Services provided to it by Company prior to the date of termination; provided further that Customer may not terminate this Agreement pursuant to this section in the event that Company withdraws Customer's rate increase in writing within twenty (20) days of the receipt of Customer's termination notice.

Unauthorized Use of Services: Customer shall bear the risk of loss arising from any unauthorized or fraudulent use of the Services provided under this Agreement to Customer. Company reserves the right, but is not required, to take any and all action it deems appropriate (including, without limitation, blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof.

Payment Terms: Customer assumes responsibility, and agrees to pay, Company all amounts due for the Services, including associated taxes, fees and surcharges. Usages-sensitive charges will be billed monthly in arrears; recurring charges will be billed monthly in advance; nonrecurring charges will be billed upon completion of the associated activity. All invoices are due and payable within 20 days of the invoice date (the "Due Date"). Customer may be charged a late payment fee, in addition to, the late payment charge of 1.5% of the past due amount. Billing shall be deemed correct and binding on Customer unless Customer notifies Company in writing of a dispute within 30 days following the invoice date. Customer agrees to pay all costs incurred by Company in collecting any amounts due hereunder, including, without limitation, reasonable attorney and collection agency fees. Customers who provide payment by means of credit or debit cards, or who provide a credit or debit card as security,

authorize the Company to charge said credit or debit card for all amounts due hereunder.

Security Deposit: Company reserves the right to require a security deposit from Customer at any time based on Company's assessment of Customer's credit status and payment history.

Warranty: COMPANY SHALL EXERCISE COMMERCIALLY REASONABLE EFFORTS TO MAINTAIN ACCEPTABLE PERFORMANCE, BUT MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SERVICES OR THE FACILITIES OR THE EQUIPMENT BY MEANS OF WHICH THE SERVICES ARE PROVIDED, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY CANNOT AND DOES NOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY GIVEN TIME OR SPEED, OR THE INTEGRITY OF DATA STORED OR TRANSMITTED VIA THE SERVICES.

Force Majeure: Neither party shall be liable for any delay or failure in performance, other than timely payment of amounts due hereunder, due to Force Majeure, which shall include, without limitation, acts of God, labor disputes, terrorist activities, changes in law or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, third party non-performance, equipment failures, or other occurrences which are beyond the delayed party's reasonable control.

Limitation of Liability: COMPANY SHALL NOT BE LIABLE FOR DAMAGES, INJURY OR COSTS ARISING OUT OF (I) DELAYS, MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS OR DEFECTS IN TRANSMISSION; (II) DELAYS OR OTHER PROBLEMS ASSOCIATED WITH INSTALLATION, PROVISIONING, TERMINATION, MAINTENANCE, REPAIR, INTERRUPTION OR RESTORATION OF THE SERVICES; (III) INADVERTENT DISCLOSURE, CORRUPTION OR ERASURE OF DATA; (IV) SERVICES OR FACILITIES NOT FURNISHED BY COMPANY; (V) ANY ACT OR OMISSION OF A THIRD-PARTY FURNISHING ANY PORTION OF THE SERVICES OR FACILITIES USED TO PROVIDE THE SERVICES; OR (VI) ANY EVENT THAT PREVENTS COMPANY FROM PERFORMING OBLIGATIONS UNDER THIS AGREEMENT BEYOND THE REASONABLE CONTROL OF COMPANY. COMPANY'S LIABILITY, IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES, WHICH SHALL NOT EXCEED AN AMOUNT EQUAL TO CHARGES PAID BY CUSTOMER FOR THE SERVICE PERIOD IN WHICH THE LIABILITY WAS INCURRED; PROVIDED, HOWEVER, THAT COMPANY'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO COMPANY IN THE LATEST THREE-MONTH PERIOD. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS OR LOSS OF USE, PROFITS, REVENUE, OR GOODWILL, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF COMPANY HAD BEEN ADVISED OF THE POSSIBILITY. FOR THE AVOIDANCE OF ANY DOUBT; PROVIDED, HOWEVER, THAT ANY AMOUNTS PAID PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT SHALL BE DEEMED DIRECT DAMAGES.

Indemnification: Customer agrees to defend, indemnify and hold harmless Company and its employees, officers, directors or agents from any third party claims or actions or any losses, damages or costs, including costs and reasonable attorney's fees, attributed to, arising out of or resulting from Company's provision or Customer's use of the Services.

Telephone Numbers: In no event shall Company be liable for (i) any telephone numbers published or distributed by Customer prior to executing this Agreement or (ii) for any directory publishing errors.

Termination: Company may temporarily suspend or permanently terminate Services to Customer without liability (a) on ten (10) days written notice to Customer in the event that Customer fails to timely pay amounts due to Company, (b) on thirty (30) days written notice to Customer in the event that Customer (i) provides fraudulent billing information, (ii) violates this Agreement, any other Agreement between Company and Customer, Company's Acceptable Use Policy, Company Tariffs or applicable laws or regulations and fails to cure such violation within the thirty (30) day notice period, or (iii) uses the Services in a manner that is excessive or unreasonable when compared to the predominant usage patterns of other customers on a similar service plan in Customer's geographic area; (b) immediately by reason of an order of a court or regulatory or other governmental authority; (c) immediately upon institution by or against Customer of a proceeding for relief under the Bankruptcy Code, the insolvency of Customer or the appointment of a receiver of Customer's property; or (d) immediately if Company deems such action necessary to protect itself or third parties against fraud or to protect its personnel, agents or services. Company may also pursue such other remedies as may be available to it at law or in equity. Neither termination nor expiration of Customer's Services shall relieve Customer of liabilities previously accrued hereunder. Early termination charges may apply if the Services are cancelled prior to the end of the Term of this Agreement, including, without limitation, payment of any non-recurring charges waived by Company.

Acceptable Use Policy: The Services shall be used only for lawful purposes. In using Services, Customer shall not engage in any illegal, abusive or unethical activity, including, but not limited to, the display or distribution of pornography or other obscene, vulgar, profane, offensive or sexually explicit materials, perpetration of fraud, libel, defamation or other violations of privacy, hacking, spreading computer viruses, pirating software or other materials, promoting or conducting gambling, publishing

threats or racial, ethnic or sexual slurs or engaging in intimidation or other forms of harassment. Customer shall not upload, post or otherwise transmit any content that it does not have a right to transmit under any law or under contractual or fiduciary relationships, including, but not limited to, insider information, proprietary and confidential information, or content which violates or infringes any copyright, trademark, patent, statutory, common law or proprietary rights of others. Customer shall not transmit unsolicited messages, list Company in any spammed message, or reply-to address or send large volumes of unsolicited e-mail to individuals or to individual business accounts. Customer commits to defend, indemnify and hold harmless Company and its employees, officers, directors or agents from any and all claims or actions of whatever nature or arising out of or resulting from Customer's failure to fully comply with these Acceptable Use Policies.

Limitations on Services: Notwithstanding any other provision contained herein, this Agreement shall apply only to non-carrier services provided directly to Customer for use only by Customer. For the avoidance of doubt, Customer may not purchase services under this Agreement and resell the Services to end users. In the event that Customer uses the Services in a manner that is inappropriate, excessive or unreasonable when compared to the predominant usage patterns of other customers on a similar service plan in Customer's geographic area, Company reserves the right to implement new or different charges or move Customer to a rate plan consistent with Customer's use of the Services. Inappropriate usage includes, but is not limited to, using certain Company services or calling plans in conjunction with an auto-dialer, or for calls made to numbers used in connection with hotlines or radio broadcasting services, or for products other than OfficeSuite® Call Center Services, the use as a call center, or with certain automated switching equipment. The Company reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in the applicable tariff.

Additional Customer Responsibilities: Customer shall supply space, equipment, network, wiring, electrical power and environmental conditions suitable for, and compatible with, Company's provision of the Services. Any equipment provided by Company shall remain property of Company and shall be promptly returned to Company in good working order upon termination or expiration of the Term of this Agreement. Customer is responsible for all use of Services, with or without its knowledge or consent. Customer is solely responsible for maintaining the security of its account, password, files, network and user access. Customer agrees that Company does not monitor, review or restrict information, communications, software, photos, video, graphics, music, sounds, services or other material available from third parties via the Services ("Content"), and that Customer bears all risks associated with the accuracy, completeness, reliability or usefulness of said Content. Customer shall be liable for damage to Company equipment and network facilities caused by (i) Customer, or Customer's agents, employees or suppliers or (ii) malfunction or failure of any equipment or facility provided by Customer or its agents, employees or suppliers.

Installation: Customer represents that it has or has secured the authority necessary for installation of all equipment necessary to provide the Services. Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such installation. Customer shall allow Company reasonable access and right-of-way to Customer's premises for equipment installation and maintenance. Company shall exercise commercially reasonable efforts to schedule and conduct installation and maintenance activities so as not to unreasonably interfere with Customer's operations. Customer agrees to pay a Missed Appointment Fee if (i) Customer cancels a scheduled appointment on less than 24 hours notice or; (ii) an Installation Technician is unable to complete installation because Customer is not available and/or unable to grant access to all areas required for successful installation. In the event that Customer, by its actions or inactions, delays the installation of the Services, Company may, in its sole discretion, and after reasonable notice and option to cure, charge all nonrecurring charges in full.

Intellectual Property: Company grants Customer a non-exclusive, non-transferable, revocable, limited license to use the Services and all hardware and software necessary to access the Services, in strict accordance with this Agreement, said license to automatically terminate upon termination of Company's provision of the Services to Customer. Title, property rights, software and hardware licenses, including all intellectual property rights ("IP Rights"), are and shall remain with Company, whether or not embedded in the Services. Customer will not acquire or claim any right, title or interest in or to the IP Rights through purchase and use of the Services. IP addresses and other personal identifiers assigned by Company for Customer's use remain the property of Company and shall revert back to Company upon discontinuance of the Services.

Dispute Resolution: The parties shall attempt to resolve all disputes cooperatively without formal proceedings. Any claim, dispute or controversy (whether in contract, tort or otherwise) relating to the sale or provision of the Services or this Agreement which cannot be so resolved (other than the collection of amounts due for the Services and requests for injunctive relief) shall be the subject of mandatory arbitration. Such arbitration shall be conducted in accordance with the U.S. Arbitration Act (Title 9, U.S. Code), and under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in New York, New York. The decision of the arbitrator shall be final and binding upon the parties. Judgment upon the arbitration award may be entered in any court of competent jurisdiction. Each dispute must be conducted individually and not in conjunction with disputes of other customers. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS ACTION OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. CUSTOMER WILL NOT BE A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE PARTICIPATE IN A CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING.

Survival: The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement shall survive, including without limitation, the Warranty, Limitations on Liability, Indemnification, Acceptable Use Policy, Intellectual Property, Dispute Resolution, Survival and Miscellaneous Sections.

Notices: All notices hereunder shall be in writing and deemed delivered upon receipt by the receiving party, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or when sent by an overnight delivery service (with delivery confirmation) to the addresses set forth in the Order Form, or to such other address(es) as the parties may designate from time to time.

Third Parties: Customer may not transfer any of its rights or obligations under this Agreement to a third party without the express, prior written consent of Company. The rights and obligations under this Agreement shall survive any merger or sale of a party and shall be binding upon the successors and permitted assigns of each party. This Agreement shall be binding upon and inure to the exclusive benefit of the parties hereto, and their respective permitted assigns, heirs, successors and legal representatives. It is not the intent of the parties that there be any third party beneficiaries of this Agreement.

Relationship of Parties: Company and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Company and Customer. Neither Company nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

Amendment\Waiver: Unless otherwise provided herein, this Agreement may be amended only by an instrument in writing duly executed by both parties. No waiver by a party of a breach of this Agreement by the other party shall be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other provision hereof. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.

Regulatory Change: Notwithstanding anything else to the contrary in this Agreement, Company may unilaterally amend this Agreement, including, without limitation, pricing, in response to a regulatory change that materially changes the technical feasibility or economics of providing the Services. In the event that Company exercises this option and the rate adjustment is not otherwise allowable hereunder, Customer shall have thirty (30) days from written notice thereof to terminate this Agreement without liability

Entire Agreement\Severability: This Agreement, including the Master Terms and Conditions, the Product-Specific Terms and Conditions, the Order Form, the Service Proposal and the Tariffs, all as incorporated by reference, set forth the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and collateral covenants, arrangements, communications, representations and warranties, whether oral or written, by either party (or any officer, director, employee or representative thereof) with respect to the subject matter hereof. If any provision of this Agreement is determined to be invalid or contrary to any existing or future law of any jurisdiction or any order or regulation of a court or governmental authority, such invalidity shall not impair the operation of or affect those provisions in any other jurisdiction or any other provisions hereof which are valid, and the invalid provisions shall be construed in such manner as shall be as similar in terms to such invalid provisions as may be possible, consistent with applicable law.

Governing Law\Consent to Jurisdiction: This service arrangement shall be governed by the laws of the State of New York without regard to its choice of law provisions. With regard to any litigation arising out of or relating to this Agreement, the parties hereby submit to the exclusive jurisdiction of, and waive any venue objections to, the New York State Courts located in New York County, New York. The parties agree to bring any such litigation exclusively in these courts. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR THE SERVICES PROVIDED BY COMPANY.

Financing: In the event that Customer elects to finance all or a portion of the Services and/or the equipment associated with Customer's use of the Services through a third party lender, the sections of this Agreement entitled "Warranty," "Limitation of Liability" and "Indemnification" shall apply to said third party lender with the same force and effect as they apply to Company. Customer hereby authorizes Company to provide said third party lender with a copy of this Agreement and all associated documentation.

Authorization to Use CPNI: Customer hereby authorizes Company to use and to disclose and permit access by its affiliates and partners to Customer's customer proprietary network information ("CPNI") to enhance Company's ability to offer products and services tailored to Customer's needs. CPNI is information that relates to the quantity, technical configuration, type, destination and amount of use of Services by Customer and that is available to Company solely as a result of Company's provision of Services to Customer. Under federal law, Company has a duty to protect Customer's CPNI and Customer has the right to prohibit certain uses of its CPNI. Although Customer's authorization to Company to use, disclose and permit access to Customer's CPNI will remain in effect until Customer affirmatively revokes such authorization, Customer may withdraw its authorization at any time by notifying Company in writing. Denial of authorization to use, disclose and permit access to Customer's CPNI will not affect Company's provision of the Services to Customer.

WSCA Lead Sate Price Agreement #1715 & WA State Contract #07912

Tukwila Pool Metropolitain Park District 11/18/2014

Ricoh MPC4503

48 Month Lease

Equipment Pricing	48 Month
MP C4503 45 Page / Min Color MFP	$ 216.19
ESP XG-PCS-15D	
Network & Scan Connect - Seg BC4	
(repl w/417270) LCIT PB3170 (2000 Sheets)	
Bridge Unit BU3070	
Finisher SR3140 (1000 Sheet External)	
DOSS	
Service Contract Zero Base	
Overages billed at $.0075 per B/W image	
$.0482 per Color Image	
Cash Sale Amount	$ 216.19

taxes not included

THIS PURCHASE ORDER IS SUBJECT TO WSCA CONTRACT #1715 AND STATE OF WASHINGTON CONTRACT #07912

Must Deliver and Bill by December 15th 2014

Good Until 11/28/2014

Purchase Order#:

Ship to:	Tukwila Pool Metropoitlan Park District
Address:	4414 S 144th St, Tukwila, WA 98168
Contact:	Kim McCoy
Phone:	206-432-7550
Email:	kimmccoy52@outlook.com

Remit To:	Ricoh USA Inc P.O. Box 650073 Dallas, TX 75265-0073

Contact:	Mark Santangelo
Address	Ricoh USA 3075 112th Ave NE Ste 200 Bellevue, WA 98004
Phone:	425-576-3836
email:	mark.santangelo@ricoh-usa.com

SPECIAL INSTRUCTIONS:

Property Tax and Freight Included

Training Included

This document contains commercially sensitive, proprietary information that is exempt from disclosure under the Public Records Act, RCW Chap. 42.56

RICOH
imagine. change.

ok

11/1/14

4503 48mo

Proposal template WSCA.XLS

14-013
Board Approval N/A

TUKWILA
Metropolitan Park District
POOL
We're All In!

Tukwila Pool Metropolitan Park District

Mail invoices to:
Tukwila Pool Metropolitan District
Attn: Executive Director
4414 S 144th St
Tukwila, WA 98168
Fed EIN: 45-3190673

PO #:
Date: 12/5/2014

Vendor: Ricoh USA
Mark Santangelo
3075 112th Ave NE Suite 200
Bellevue WA 98004

Remit To: Ricoh USA
P.O. Box 650073
Dallas, TX 75265-0073

ITEM	Quantity	Description	48 month Lease	Total
1	1	**MP C4503 45Page/MinColorMFP** ESP XG-PCS-15D Network & Scan Connect - Seg BC4 (repl w/417270) LCIT PB3170 (2000 Sheets) Bridge Unit BU3070 Finisher SR3140 (1000 Sheet External)	$ 213.43	$ 213.43
		HDSECURINSL	$2.73	$ 2.73

This Operating Lease is subject to WSCA Contract #1715 and State of WA Contract #07912

Subtotal	$	216.16
Sales Tax (9.5%)	$	20.54
Total	$	236.70

Maintenance and supplies contract: .0075 per black page, .0482 per color page, no minimums
Price guaranteed for for term of lease, no increases
Includes parts, labor, travel, toner ...everything except paper
Invoiced by IMS with Printer Management Contract

Deliver to: Tukwila Pool Metropolitan Park District
4414 S 144th St
Tukwila WA 98168

Attn: Executive Director 206-767-2350

Instructions:

Authorization
TPMPD Board President
Title

DeSean Quinn
Print Name
12/5/2014
Dale

Office Use Only

Fund	Program	Object

ATTACHMENT BB
SERVICE LEVEL AGREEMENT

1 Customer Level SLA

1.1 Purpose

The purpose of this addendum is to define service levels; penalties for the performance of the service levels; as well as provide the Customer with a defined replacement process for equipment performing below expectations.

1.2 Customer Service Level Agreement

Vendor agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average State-Wide Fleet Uptime	98% or Better
Average On-Site State-Wide Response Time – Urban Zones	4 Hours or Less
Average On-Site State-Wide Response Time – Rural Zones	8 Hours or Less
First Time Fix State-Wide	80% of all service calls or better

These service levels will be measured on a quarterly basis between Vendor and the State.

1.3 Calculation of Service Level Points

Once per quarter, Vendor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart:

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average Fleet Uptime	98% or Higher	97.9% - 96%	95.9% - 94%	94.9% - 94%	93.9% or lower
Possible Points	4	3	2	2	0
	Target Level	**Below Target 1**	**Below Target 2**	**Below Target 3**	**Below Target 4**
Average On-Site Response Time (in Hours)	4 or Less - Urban 8 or Less - Rural	4.1 – 5 Urban 8.1 – 9 Rural	5.1 – 6 Urban 9.1 – 10 Rural	6.1 – 7 Urban 10.1 – 11 Rural	7.1 or more - Urban 11.1 or more - Rural
Possible Points	4	3	2	2	0
	Target Level	**Below Target 1**	**Below Target 2**	**Below Target 3**	**Below Target 4**
First Time Fix	80% or Higher	79.9% - 70%	69.9% - 60%	59.9% - 50%	Less than 50%
Possible Points	4	3	2	2	0

These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 4% of the previous quarter's service and supplies billing (expressed as a negative %).

1.4 Penalty Level

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Total Score	12 – 10	9 – 7	6 - 4	3 – 1	0
Penalty/Award as a percentage of quarterly service and supplies billings	0%	-1%	-2%	-3%	-4%

The penalty shall be awarded to the Customers of the State as a credit on the following period's service and supplies invoice.

1.5 Equipment Performance

Vendor guarantees each machine specified within any maintenance agreement will perform to either a) the monthly copies between service calls as measured by machine on a quarterly basis by group and segment listed below and/or b) the monthly uptime as measured by machine on a quarterly basis by segment listed below.

Group	Copier Segment	Quarterly Uptime
A and B	All	95%
C and D	All	95%
E	All	95%

Should any unit fail to maintain these copies between calls and or the monthly uptime, excluding service calls caused by operator error that system will be subject to replacement at the Customers discretion on a like-for-like basis with then current technology or the customer can elect to get a 1% credit of the previous quarter's service and supplies billings. Additionally, the Vendor shall prorate any included impressions as part of a Base Monthly Service for the days the unit was unavailable for usage. Supplier will be allowed 90 days from when the individual unit falls below the minimum uptime requirements to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, whichever is longer, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by a Maintenance Contract. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier's payment requirements.

1.6 Additional Vendor Guarantees

1.6.1 **Training** – On-going training as requested by the Customer to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support. A penalty of $50.00 per incident that does not meet the turnaround time specified above to be credited on the next service bill.

1.6.2 **Loaner Unit/Backup Production** – If any unit is in operable for a period in excess of 72 hours, Vendor shall provide the Customer with either:

i) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or

ii) Provide the Customer with off-site manned production capabilities, for Groups C and D only, to accomplish the work of the unit that is inoperable at the sole cost of the Vendor. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.

1.6.3 **Invoicing** – Vendor shall maintain timely, accurate invoicing, less service run impressions, as defined below. Failure on the vendor's part to maintain these levels as

defined shall result in a $50.00 per instance credit on the following invoice. Invoicing Guarantees shall be in effect following the first quarter's billings.

Measurable	Service Level
Timely Invoicing	Invoices will be submitted no later than the 25th of the month immediately following the close of a billing period.
Accurate Invoicing	Invoices do not require any credits for mis-billing
Service Impressions	Vendor will credit all service run impressions within the same billing cycle

2 State and Western States Contracting Alliance SLA's

2.1 **Timely Reporting** – Vendor shall produce reporting for both the State and WSCA within 45 days of the closing of the reporting period. Failure to do so will result in a penalty of $50.00 per day beyond the 45 day period.

2.2 **Timely Payment of Administrative Fees** – Vendor shall produce payment for both any State Specific Administrative Fee and the WSCA Administrative Fee within 45 days of the closing of the reporting period. Failure to do so will result in a penalty of $50.00 per day beyond the 45 day period.

2.3 **Accuracy of Reporting** – The State and WSCA may request at any point proof of the reporting accuracy through the data set supporting the reporting. If the State or WSCA has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State's or WSCA's satisfaction; the State or WSCA may require an audit by a third party. If errors are found, the Successful vendor must reimburse the State or WSCA for the cost of the auditor as well as correcting any administrative fee errors.

2.4 **Accuracy of Billing** – The State and WSCA may request at any point proof of the billing accuracy through the data set supporting the billing. If the State or WSCA has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State's or WSCA's satisfaction; the State or WSCA may require an audit by a third party. If errors are found, the Successful vendor must reimburse the State or WSCA for the cost of the auditor as well as correcting any billing errors.

2.5 **Penalties** – All penalties under this, section two (2) of the Service Level Agreement shall be payable to either the State or the Western States Contracting Alliance, accordingly.

PARTICIPATING ADDENDUM

to the

WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTIONAL COPIERS AND RELATED SOFTWARE

MASTER SERVICE AGREEMENT
Administered by the State of Nevada (hereinafter "Lead State")
Nevada Contract Number: 1715

State of Washington Contract Number: 07912
Ricoh Americas Corporation (hereinafter "Contractor")and
The State of Washington (hereinafter "Participating State")

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1 SCOPE

This Participating Addendum (hereinafter "Contract") covers the WSCA Multifunctional Copiers and Related Software Contracts, Nevada Contract Number 1715 (hereinafter "WSCA Master Service Agreement") led by the State of Nevada. This Contract is for Group A, Group B, Group C, Group D, and Group E.

2 PARTICIPATION

This Contract is for use by all eligible state agencies and departments, institutions of higher education, political subdivisions, non-profit organizations, school districts, special purpose districts, and local service districts located in the Participatory State that are: a) members of the Participatory State's Purchasing Cooperative (SPC) and b) authorized to purchase from Participatory State contracts by inter local agreements (hereinafter "Purchaser"). A list of the Washington SPC members is available from the internet at: https://fortress.wa.gov/ga/apps/coop/default.aspx.

Use of specific WSCA cooperative contracts by a Purchaser is subject to the approval of the Participating State's Chief Procurement Official. Additionally, issues of interpretation and eligibility for participation are solely within the authority of the Participating State's Chief Procurement Official.

3 TERM

The term of this Participating Addendum (hereinafter "Contract") for Multifunctional Copiers and Related Software between the Participating State and the Contractor shall be April 2, 2013 through June 30, 2014 or until a new WSCA contract is in place. At which time the State of Washington may participate in the new WSCA contract.

4 MODIFICATIONS TO WSCA MASTER AGREEMENT

(These modifications or additions apply only to actions and relationships within the executing Participating State.)

4.1 DEALERS/DISTRIBUTORS

Ricoh may authorize dealers to supply equipment, accessories, services and software provided under this Contract. Such authorized dealers will be local dealers. . All purchase orders must be made out to Ricoh Americas Corporation and billing will be through Contractor, unless Ricoh agrees otherwise. Contractor shall provide the Contract Administrator for the Participating State a list of all such local dealers, including the following dealer information:

- Company Name
- Company Address
- Company Phone Number
- Primary Contact Name, email address, phone number
- Alternate Contact Name, email address, phone number
- Number of Service Technicians
- Service Response Time

4.2 LEASES AND RENTALS

Contractor shall offer only the following financial vehicles, as defined in the WSCA RFP 1715 and modified immediately below:

4.2.1 SHORT TERM RENTALS

Short Term Rentals meet the requirements of an Operating Lease as set out in Sections 3.8.1 through 3.8.4, inclusive, of the WSCA RFP 1715, but shall be cancelable, at any point during the rental term, upon 30 days advance written notice by Purchaser to Contractor. Non-cancelable rentals shall not be authorized under this Contract.

4.2.2 OPERATING LEASES

Operating Leases meet the requirements of an Operating Lease as set out in Sections 3.8.1 through 3.8.4, inclusive, of the WSCA RFP 1715, but not be cancelable except for the following reasons;

1) Agency non-appropriation of funds. Non-appropriation of funds shall mean that the – Purchaser office or building is closed, not staffed due to funds not appropriated to the Purchaser. It is does not mean a reduction in budget. The Purchaser will make every effort to relocate leased equipment within the Purchaser's organization and only as a last resort will such cancellation be permitted without penalty with thirty (30) days written notification to the Contractor.
2) Ricoh's failure to comply with the Service Level set forth in the Service Level Agreement (Attachment BB) set forth in WCA RFP 1715, in which event if Ricoh fails to provide a remedy as set forth in the Service Level Agreement, Purchaser may cancel the lease upon thirty (30) day notice to Ricoh of such failure to perform.

4.3 CAPITAL (STANDARD) LEASES (NON-STATE AGENGIES ONLY)

Capital (Standard) Leases ownership in the equipment transfers to the Office of the Washington State Treasurer during or at the end of the lease term, in accordance with the provision of WSCA RFP 1715. Capital/Standard Leases shall include either Fair Market Value Leases or Operational Leases, as those terms are defined in the WSCA RFP 1715.

4.4 EXPIRATION/RENEWAL OF RENTAL OR LEASE AGREEMENT

Upon the expiration of a rental or lease agreement Purchaser shall have the option to either a) conclude the rental or lease and return the equipment back to Contractor, or b) continue the placement on a month-to-month basis with the same terms and conditions as those of the expiring rental or lease agreement. Month-to-month agreements shall not exceed nine (9) months. If Purchaser chooses to conclude the rental or lease, Contractor shall be responsible to perform and pay for all costs of removal and transportation of the equipment, at no cost to the Purchaser.

4.5 ASSIGNMENT OF LEASES

Contractor may assign a rental or lease agreement without the prior written approval of the Participating State's Contract Administrator, and the terms and conditions of any rental or lease agreement, upon assignment, shall not be altered or changed.

4.6 INCONSISTENT TERMS

The terms of any rental or lease agreement entered into in connection with equipment covered under this Contract which are not consistent with the terms and conditions of this Contract or the WSCA Master Service Agreement shall be null and void, severable, and resolved in favor of this Contract.

4.7 BULK PLACEMENTS

Contractor may offer additional discounts or price breaks on services, purchase prices, leases and rental plans for volume placements. A volume placement must consist of five or more devices. Such discounts and price breaks must offer Purchaser equipment, accessories and/or software at prices and terms better than those established in this Contract and the WSCA Master Service Agreement.

Bulk placements shall be subject to prior review and approval by the Contract Administrator, as follows:

At least thirty(30) calendar days before any bulk placement is ordered by or delivered to a Purchaser, Contractor must submit in writing a Proposal of Bulk Placement to the Contract Administrator. The bulk placement proposal will include the following information:

- Name of Agency
- Name of Agency Contact Person
- Contact information for Agency Contact Person
- Contract number
- Lease/Rental Term
- Itemized list of machine(s), accessories, and software proposed
- MSRP for all items proposed
- Proposal price with discount for all items proposed
- BLI Specifications for machine(s) and accessories

The Contractor Administrator shall review and, in its sole discretion, approve or disapprove the volume placement. Contract Administrator will notify Contractor in writing of the decision.

Note: Any bulk placement made or delivered without prior written approval from the Contract Administrator is not authorized and subject to equipment removal at no cost to the customer.

4.8 UPGRADES/DOWNGRADES – Intentionally omitted

Ricoh chooses not to participate in upgrades or downgrades as a part of this contract.

4.9 EARLY TERMINATION/CANCELATION (Buy-Outs)

All early Termination/Cancellation/Buy Outs are subject to review and approval by the Contract Administrator. Operational, Fair Market Value, Non-Cancelable Rentals and capital leases are subject to a termination charge. At least ninety (90) calendar days before any such proposed termination, Contractor must submit in writing a Proposal of Early Termination to the Contract Administrator. The Contractor Administrator shall review and, in its sole discretion, approve or disapprove the Termination.

Note: Any early termination/buyout proposal without prior written approval from the Contract Administrator is not authorized and subject to equipment removal at no cost to the customer.

ANY CONTRACTOR ACTIVITY NOT AUTHORIZED UNDER THIS CONTRACT MAY BE CONSIDERED A MATERIAL BREACH AND GROUNDS FOR IMMEDIATE INVESTIGATION BY THE CONTRACT ADMINISTRATOR, SUSPENSION, DEBARRMENT OF THE CONTRACTOR, TERMINATION OF THIS CONTRACT AND ANY RELATED CONTRACTS OR PORTIONS THEREOF, IMPOSITION OF DAMAGES AND COSTS, AND THE PURSUIT OF ANY OTHER REMEDIES AVAILABLE TO THE PARTICIPATING STATE OR PURCHASER UNDER THIS CONTRACT OR BY LAW.

4.10 SERVICE

Contractors must offer service and supply contracts for all equipment placed under this Contract.

4.10.1 PREVENTATIVE MAINTENANCE

Contractors must perform all preventive maintenance services at the manufacturer's suggested intervals for all purchased maintenance contract, at no additional cost to the Purchaser. Preventive maintenance shall include, but is not limited to, routine cleaning, lubrication, necessary adjustments, and replacement of unserviceable parts.

4.11 MANDATORY MINIMUM IMPRESSIONS

A mandatory minimum or base number of impressions for service and supply pricing **is not** authorized. At Customer request, Contract may offer an all inclusive monthly estimated charge for budget purposes only that includes equipment and service, but shall not charge the Customer until verification of actual copies/impressions made.

4.12 PRICE INCLUSIONS

Service and supply pricing includes all technician installed parts and components, and all consumable supplies (excluding paper), including, but not limited to, drums, developer, toner and staples.

4.13 INCONSISTENT TERMS

The terms of any service and supply contract entered into in connection with equipment covered under this Contract which are inconsistent with the terms and conditions of this Contract or the WSCA Master Service Agreement shall be void, severable and resolved in favor of the Contract.

4.14 PERFORMANCE

4.14.1 EQUIPMENT LATE DELIVERY

If equipment (purchased, rented or leased) is not installed and fully operational on or before the delivery date specified in the purchase order(which delivery date shall not be earlier than 30 days from the date Ricoh accepts the purchase order), Contractor shall temporarily provide substitute equipment, of equal or greater performance capabilities, pending the installation of the ordered equipment.

4.14.2 LOANERS/BACKUP DEVICES

Section 1.6.2 of the Service Level Agreement (Attachment BB to the WSCA Master Service Agreement) is modified:

If any unit is inoperable for a period of 24 business hours, Contractor shall within two business days of Purchaser's request provide Purchaser with a loaner unit of similar speed and capabilities, at no cost to the Purchaser, until such time as the unit(s) covered by this Contract are fully operable, or b) for Group C & D equipment, provide the Purchaser with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Contractor.

In the case of a machine needing repair, but which is still partially operable, the Contractor shall provide Purchaser with a loaner unit of similar speed and capabilities, at no cost to the Purchaser, until such time as the unit(s) covered by this Contract are fully operable, if the Participating State's Contract Administrator determines, in its sole discretion, that the Purchaser's ability to conduct normal business activities are being impaired as a result of the partially inoperable unit not fully functioning.

All other provisions of Section 1 the Service Level Agreement (Attachment BB to the WSCA Master Service Agreement) not herein modified, are ratified and confirmed.

4.15 QUARTERLY USAGE REPORTS

Contractor must submit quarterly usage reports through the Participating State's Contract Sales Reporting System located on the internet at https://fortress.wa.gov/ga/apps/CSR/login.aspx or otherwise submitted electronically up within 30 days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st. Failure to do so will result in a penalty of $50.00 per day beyond the 30 day period.

4.16 OTHER REQUIRED REPORTS

At the request of the Contract Administrator, Contractor shall provide a detailed contract sales history or other detailed reports or data related to the purchase, lease or rental of equipment and related services, pricing, or other contract customer related information. Report may include any or all of the following elements:

- Proposal/Order Documentation

- Invoicing Documentation
- Purchase Order Documentation
- Service Level Agreement
- product description,
- product or part number or other product identifier,
- per unit quantities sold or to be sold,
- dates, times and detailed descriptions of service provided or to be provided,
- names of persons required to approve each item,
- approval dates, if applicable
- itemized breakdown of all prices, charges, and fees imposed.
- The contract number,
- Each Purchaser invoiced during the reporting period,
- Each Purchaser's total invoice price, excluding tax.
- The Purchaser's purchase order number(s), and
- The date(s) of delivery/installation/service.

4.17 REVIEW OF CONTRACTOR'S RECORDS

Contractor and its subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract and all items identified in Section 4.6 above. Contractor shall retain all such records for six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Contract, whichever is later.

All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel or third party auditors authorized or designated by the Purchaser's Contract Administrator and/or the Office of the Washington State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the Participating State. During this Contract's term, Contractor shall provide access to these items within Thurston County. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors.

Contractor shall incorporate in its subcontracts this section's records retention and review requirements.

It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from Purchaser's review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

4.18 AUDITS

The State also reserves the right to audit, or have a designated third party audit, all records of Contractor and its Subcontractors relating to Contractor's or Subcontractor's performance under this Contract, to ensure appropriate contract activity, to verify that the State has been properly invoiced, or to comply with any other contract requirements.

Any remedies available under this Contract or allowed by law to recover monies determined owed will be enforced, including the full cost of any third-party audits, should any breach occur. Repetitive instances of incorrect invoicing or any instance of any non-authorized contract activity may be considered material breach and cause for contract suspension and/or termination.

4.19 PAYMENT TO THE CONTRACTOR

Contractors are required to be registered in the Washington Statewide Vendor Payment system, prior to submitting a request for payment under this Contract. Purchasers who are Washington state agencies require registration to be completed prior to payment.

The Washington State Office of Financial Management (OFM) maintains a central contractor registration file for Washington State agencies to process contractor payments.

To obtain registration materials go to http://www.ofm.wa.gov/accounting/vendors.asp the form has two parts; Part 1 is the information required to meet the above registration condition. Part 2 allows the state to pay invoices electronically with direct deposit and is the state's most efficient method of payment and you are encouraged to sign up for this form of payment.

4.20 OVERPAYMENT TO THE CONTRACTOR

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within 30 days' written notice. If Contractor fails to make timely refund of an undisputed payment refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

4.21 ADVANCED PAYMENT PROHIBITED

No advance payment shall be made for goods or services furnished by Contractor pursuant to this Contract.

4.22 DEDICATED CONTRACT WEBSITE

Contractor shall maintain an internet website dedicated to the Participating State. In addition to the items listed in the WSCA Master Service Agreement, the dedicated website shall include:

Identification of the WSCA Master Service Agreement and Participating State's Participatory Addendum by title and number,

Name and contact information for the Participatory State's Contract Administrator,
Contractor contact information,

4.23 ENVIRONMENTAL REQUIREMENTS

No Contractor manufactured equipment offered under this Contract shall contain polybrominated biphenyls (PBB) or diphenyl ethers (PBDE) fire retardants or other identified persistent bioaccumulative toxic substances (PBT's), or rely on PBT's in their operation or maintenance.

All Contractor manufactured equipment offered under this Contract shall must meet US EPA Energy Star Program (Tier II for standard size and Tier III for large format compliant) requirements or otherwise be compliant with program requirements.

4.24 SUBSONTRACT AND ASSIGNMENTS

Except as set forth herein, Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Participating State. Contractor may assign any lease or right to receive payment for the equipment to a third party lessor without prior written consent. Notwithstanding such assignment, upon full compliance with the terms of the Contract by the Participating State or Purchaser, the Participating State or Purchaser shall quietly enjoy use of the equipment subject to the terms of the Contract. Contractor shall provide a minimum of 30 calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under the resulting Contract. Violation of this condition may be considered a material breach establishing grounds for Contract Termination. The Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to any and all Subcontractors. In no event shall the existence of a Subcontract operate to release or reduce the liability of Contractor to the Participating State for any breach in the performance of the Contractor's duties.

4.25 TAXES, LICENSES, AND FEES

4.25.1 TAXES

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the Purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for federal excise taxes and the Purchaser agrees to furnish Contractor with an exemption certificate where appropriate. Unless and to the extent the Purchaser are exempt and provide a valid exemption certificate to Contractor, the Purchaser and agrees to pay all taxes, fees, and filing costs related to the use, ownership or possession of applicable equipment, supplies, services and/or equipment provided by Contractor.

4.25.2 Department of Revenue Registration for Out-of-State Contractors:

Out-of-state Contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit "use tax," Purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

4.25.3 **Fees/Licenses:**

After award of Contract, and prior to commencing performance under the Contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are applicable to Contractor and necessary for Contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

4.25.4 **Taxes on Invoice:**

Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

4.26 ADVERTISING

Contractor shall not publish or use any information concerning this Contract in any format or media for advertising or publicity purposes without prior written consent from the Contract Administrator of the Participating State.

4.27 PROTECTION of PURCHASER's CONFIDENTIAL INFORMATION

Contractor recognizes that it must perform the services in a manner that protects any information of Purchaser or its clients that Purchaser has clearly identified to Contractor as being confidential (such information hereafter referred to collectively as "Purchaser Confidential Information") that may be disclosed to Contractor hereunder from improper use or disclosure. Contractor agrees to treat Purchaser Confidential Information on a confidential basis. Contractor further agrees that it will not disclose any Purchaser Confidential Information without Purchaser's prior written consent to any third party except to authorized representatives of Purchaser or to employees or subcontractors of Contractor who have a need to access such Purchaser Confidential Information to perform the services contemplated under this Agreement. Purchaser Confidential Information shall not include (i) information which at the time of disclosure is in the public domain, (ii) information which, after disclosure becomes part of the public domain by publication or otherwise through no fault of Contractor, or (iii) information which can be established to have been independently developed and so documented by Contractor or obtained by Contractor from any person not in breach of any confidential obligations to Purchaser.

4.28 NON-ENDORSEMENT and PUBLICITY

Neither the Participating State nor the Purchasers are endorsing the Contractor's Products or Services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to the Participating State or any of its Purchasers in any literature, promotional material, brochures, sales presentation or the like for advertising or publicity purposes, regardless of method of distribution, without the prior review and express written consent from the Contract Administrator of the Participating State.

4.29 GOVERNING LAW/VENUE

This Contract shall be construed and interpreted in accordance with the laws of the Participating State, and the venue of any action brought hereunder shall be in the federal or state courts in the State of Washington.

4.30 INDEPENDENT STATUS of CONTRACTOR

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent Contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, or Title 51 RCW.

4.31 PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the Participating State, when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract

4.32 INSURANCE

General Requirements:
Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the Contract. Upon request, Contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the Participating State that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in Contract cancellation.

Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the Participating State.

Specific Requirements:
Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employer's Liability insurance with a limit of no less than $1,000,000.00. The Participating State will not be held responsible in any way

for claims filed by the Contractor or their employees for services performed under the terms of this Contract, except to the except to the extent the claims arise out of the negligent acts or omissions of the Participating State..

Commercial General Liability Insurance: The Contractor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor's premises/operations, independent Contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business Contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the Participating State (except the claims resulting in the recovery of such damages arise out of the negligent acts or omissions of the Participating State) for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations)	$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury Aggregate	$1,000,000
Each Occurrence (applies to all of the above)	$1,000,000
Fire Damage Limit (per occurrence)	$ 50,000
Medical Expense Limit (any one person)	$ 5,000

Business Auto Policy (BAP):
In the event that services delivered pursuant to this Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, Subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than $1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the Participating State (except the claims resulting in the recovery of such damages arise out of the negligent acts or omissions of the Participating

State) for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Additional Insurance Provisions:
All above insurance policies shall include, but not be limited to, the following provisions:

Additional Insured:
The Participating State and all authorized Purchasers shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of Policy (ies) Cancellation/Non-renewal:
For insurers subject to Chapter 48.18 RCW (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the Participating State's Chief Procurement Officer or designee no less than 45 calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Surplus Lines:
For insurers subject to Chapter 48.15 RCW (Surplus Lines) a written notice shall be given to the Participating State's Chief Procurement Officer or designee 20 calendar days prior to cancellation or any material change to the policy (ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Cancellation for Non-payment to Premium:
If cancellation on any policy is due to non-payment of premium, a written notice shall be given to the Participating State's Chief Procurement Officer or designee 10 calendar days prior to cancellation. Written notice shall include the affected Contract reference number.

Identification:
Policy (ies) and Certificates of Insurance shall include the affected Contract reference number.

Insurance Carrier Rating:
The insurance required above shall be issued by an insurance company authorized to do business within the Participating State. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the Participating State, by submitting a copy of the Contract and evidence of insurance before Contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

Excess Coverage:

The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

Limit Adjustments:
The Participating State reserves the right to increase or decrease limits as appropriate.

Antitrust:
The Participating State maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Purchaser. Therefore, the Contractor hereby assigns to the Participating State any and all of the Contractor's claims for such price fixing or overcharges which arise under Federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under the resulting Contract.

Definitions:
For purposes of this Section, the following terms shall have the following meanings:

"Product" shall mean any Contractor-supplied equipment, accessory, software or documentation.

4.33 INDEMNIFICATION

Contractor, at its expense, shall defend, indemnify, and save Purchaser harmless from and against any claims against Purchaser that any Product or Work Product supplied hereunder, or Purchaser's use of the Product or Work Product within the terms of this Contract, infringes any patent, copyright, utility model, industrial design, mask work, trade secret, trademark, or other similar proprietary right of a third party worldwide. Contractor shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys' fees awarded by a court or incurred by Purchaser provided that Purchaser.

Promptly notifies Contractor in writing of the claim, but Purchaser's failure to provide timely notice shall only relieve Contractor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Contractor; and Purchaser agrees to cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Contractor sole control of the defense and all related settlement negotiations.

If such claim has occurred, or in Contractor's opinion is likely to occur, Purchaser agrees to permit Contractor, at Contractor's option and expense, either to procure for Purchaser the right to continue using the Product or to replace or modify the same so that they become non-infringing and functionally equivalent. If use of the Product is enjoined by a court and Contractor determines that none of these alternatives is reasonably available, Contractor, at its risk and expense, will take back the Product and provide Purchaser a refund.. In the case of Product, Contractor shall refund to Purchaser its depreciated value. No termination charges will be payable on such returned Product, and Purchaser will pay only those charges that were payable prior to

the date of such return. Depreciated value shall be calculated on the basis of a useful life of years commencing on the date of purchase and shall be an equal amount per year over said useful life. The depreciation for fractional parts of a year shall be prorated on the basis of three hundred sixty-five (365) days per year. In the event the Product has been installed less than one (1) year, all costs associated with the initial installation paid by Purchaser shall be refunded by Contractor.

Contractor has no liability for any claim of infringement arising from:

Contractor's compliance with any designs, specifications or instructions of Purchaser;
(a) Modification of the Product by Purchaser or a third party without the prior knowledge and approval of Contractor; (b) Use of the Product in a manner not authorized by this Contract or specified in the manufacturer documentation; unless the claim arose against Contractor's Product independently of any of these specified actions; and (c) the use of the Product in combination with any third party equipment, code or software (x) where absent such combination, no infringement would exist or (y) where the infringement would not have occurred but for the use of the third party equipment code or software.

4.34 SAVE HARMLESS

Contractor shall defend, indemnify, and save Purchaser harmless from and against any claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, in the performance of services under this Agreement.. Contractor's foregoing indemnity obligation herein is limited to the extent of the loss or damage caused by Contractor in performing its obligations and Contractor shall have no obligation to indemnify Purchaser against its acts or omissions.

4.35 WAIVER

Failure or delay of the Participating State or Purchaser to insist upon the strict performance of any Term or Condition of this Contract or to exercise any right or remedy provided in this Contract or by law; or the Participating State's or Purchaser's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the Participating State or Purchaser to insist upon the strict performance of the entire agreement by the Contractor. In the event of any claim for breach of Contract against the Contractor, no provision of this Contract shall be construed, expressly or by implication, as a waiver by the Participating State or Purchaser of any existing or future right and/or remedy available by law.

4.36 ADMINISTRATIVE SUSPENSION

When it is in its best interest, the Participating State may at any time, and without cause, suspend the Contract or any portion thereof for a period of not more than 30 calendar days per event by written notice from the Participating State's Contract Administrator to the Contractor. Contractor shall resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was

specified in the notice of suspension, the Contractor can be demanded and required to resume performance within the 30 day suspension period by the Participating State's Contract Administrator providing the Contractor with written notice of such demand. Nothing herein shall be construed to suspend the Participating State or Purchaser's payment obligations pursuant to any purchase order for the lease or rental of equipment and service.

4.37 ALTERNATE DISPUTE RESOLUTION FEES and COSTS

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

4.38 NON-EXCLUSIVE REMEDIES

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

4.39 MATERIAL BREACH

This Contract may be Terminated for Cause by the Participating State, at the sole discretion of the Participating State's Contract Administrator, for failing to perform a material contractual requirement or for a material breach of any term or condition that Contractor fails to cure or commence a good faith effort to cure within thirty (30) days after receipt of written notice of the breach. Material breach of a term or condition of the Contract may include but is not limited to:

Contractor failure to perform services or deliver materials, supplies, or equipment by the date required in accordance with the Contract term or by an alternate date as mutually agreed in a written amendment to the Contract;

Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Contract;

Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder;
Appointment of any receiver, trustee, or similar official for Contractor such appointment endangers the Contractor's proper performance hereunder;
A determination that the Contractor is in violation of Federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Contract. Termination of the Contract shall not be deemed a termination of a purchase order for the lease or rental of equipment under this Contract, unless such breach directly affects Contractor's performance of its contractual obligations with respect to the applicable lease.

4.40 OPPORTUNITY TO CURE

In the event Contractor fails to perform a contractual requirement or materially breaches any Term or Condition, the Participating State shall issue a written cure notice, providing the Contractor with at least a thirty (30) day period of time in which to cure. . Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages, or otherwise affect any other remedy available against Contractor under this Contract or by law.

If the breach remains after Contractor has been provided the opportunity to cure, the Participating State may do any one or more of the following:

Exercise any remedy provided by law;
Terminate this Contract or portions thereof to the extent such breach impacts that portion of the Contract;

Seek from a court of competent jurisdiction to right to impose actual or liquidated damages;
Suspend or bar Contractor from receiving future Solicitations or other opportunities;

4.41 TERMINATION FOR CAUSE

In the event the Participating State's Contract Administrator reasonably determines that the Contractor has failed to comply with the conditions of this Contract in a timely manner or is in material breach (if Contractor fails to cure within the thirty day notice period or commence a good faith effort to cure), the Contract Administrator has the right to suspend or terminate this Contract, in part or in whole. The Participating State's Contract Administrator shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days or as otherwise specified by the Participating State's Contract Administrator, or if such corrective action is deemed by the Contract Administrator to be insufficient, the Contract may be terminated. Termination of the Contract shall not be deemed a termination of a purchase order for the lease or rental of equipment under this Contract, unless such breach directly affects Contractor's performance of its contractual obligations with respect to the applicable lease.

In the event of termination, the Participating State shall have the right to procure for all Purchasers any replacement materials, supplies, services and/or equipment that are the subject of this Contract on the open market.

If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its Subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience," Provided, however, that termination of the Contract for convenience shall not terminate any existing purchaser order for the lease or rental of Euqipment under this Contract and the Participating State or Purchaser shall have no right to terminate its payment obligation pursuant to such order. The rights and remedies of the Participating State and/or the Purchaser provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

4.42 TERMINATION for WITHDRAWAL of AUTHORITY

In the event that the Participating State and/or Purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract that results in the prohibition, under federal or state law, of paying its payment obligations under this Contract and prior to normal completion, the Participating State may terminate this Contract, in whole or in part, by seven calendar days written notice to Contractor.

4.43 TERMINATION for NON-ALLOCATION of FUNDS

Provided that Purchaser has used its good faith effort to secure funding during the Contract Period, if funds are not allocated to Purchaser to continue this Contract in any future period, Purchaser may terminate this Contract by thirty calendar days written notice to Contractor or work with Contractor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any for charges incurring after the effective date of termination for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current period. Purchaser agrees to notify Vendor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to Purchaser in the event this section shall be exercised. Purchaser's written notice shall include a statement declaring the lack of appropriated funds as the reason for termination and agree not to replace the product or service being terminated with product or services with functions similar to those performed by Contractor under this Contract from another vendor.

4.44 TERMINATION for CONFLICT of INTEREST

The Participating State may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the Participating State and/or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

4.45 TERMINATION by MUTUAL AGREEMENT

The Participating State and the Contractor may terminate this Contract in whole or in part, at any time, by mutual agreement, provided, however that termination of the Contract will not terminate any existing purchase order for the lease or rental of equipment under the Contract

4.46 TERMINATION PROCEDURE

In addition to the procedures set forth below, if the Participating State terminates this Contract; Contractor shall follow any mutually agreed upon procedures the Participating State's Contract Administrator specifies in the termination notice.

Upon termination of this Contract and in addition to any other rights provided in this Contract, the Participating State's Contract Administrator may require upon satisfaction of the Purchaser's

payment obligation, the Contractor to deliver to the Purchaser any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

The Purchaser shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) properly authorized, delivered and accepted by a Purchaser..

The rights and remedies of the Participating State and/or the Purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by the Participating State's Contract Administrator, the Contractor shall:

Stop all work, order fulfillment, shipments, and deliveries under the Contract on the effective date of termination, and to the extent specified, in the notice;
Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the Contract except as is necessary to complete or fulfill such portion of the Contract that is not terminated;
Complete or fulfill such portion of the Contract that is not terminated in compliance with all contractual requirements;

Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Participating State's Contract Administrator and/or the Purchaser to the extent the Participating State's Contract Administrator and/or the Purchaser may require, which approval or ratification shall be final for all the purposes of this clause;

Upon the satisfaction of all payment obligations of the Purchaser, transfer title to the Purchaser and deliver in the manner, at the times, and to the extent directed by the Participating State's Contract Administrator on behalf of the Purchaser any property which, if the contract had been completed, would have been required to be furnished to the Purchaser;
Take such action as may be necessary, or as the Participating State's Contract Administrator and/or the Purchaser may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Participating State and/or the Purchaser has or may acquire an interest.

4.47 ORDER of PRECEDENCE, CONFLICT and CONFORMITY

In the event of a conflict in Terms and Conditions, or between the Terms and Conditions and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1) Applicable Federal and State of Washington statutes and regulations.
2) Mutually agreed written Amendments to this Contract.
3) This Contract number 07912.

4) The Lead State's Master Service Agreement (Nevada Contract number 1715) and all attachments, exhibits and letters of clarification as agreed to by the Lead State and the Contractor.
5) Any other provision, term or material incorporated into the Contract by reference.

To the extent possible, the Terms and Conditions of this Contract shall be read consistently. If any provision of this Contract violates any Federal or State of Washington statute or law, it is considered modified to conform to that statute or rule of law.

4.48 ADMINISTRATIVE FEE

Contractor shall pay a 0.0075 Base Administrative Fee to the State. The 0.0075 Administrative Fee shall be paid quarterly, no later than 30 days after the close of the quarter, on all purchases under this Contract, less any freight, taxes, returns, credits or adjustments. Payment must reference the Participating State's Contract number and the year and quarter for which the Administrative Fee is being remitted and be sent to:

Name:	State of Washington, Dept. of Enterprise Services
Address:	Attn: Finance
	1500 Jefferson Street SE
	Olympia WA 98501
Reference:	WA Contract #07912

4.49 TIMELY PAYMENT OF ADMINISTRATIVE FEE

Contractor must produce payment for the Participating State's Administrative Fee within 30 days after the end of the calendar quarter. Failure to do so may result in a penalty of $50.00 per day beyond the 30 day period.

4.50 PRIMARY CONTACTS

The primary government contact individuals for this Contract are as follows (or their named successors):

Lead State

Name:	Shannon Berry
Address:	Nevada Department of Administration, Purchasing Division
	515 E Musser St, 3rd Floor
	Carson City, NV 89701
Telephone:	(775) 684-0171
Fax:	(775) 684-0188
Email:	sberry@admin.nv.gov

Contractor

Name:	Bart Lemmon

Address:	5 Dedrick Place West Caldwell, NJ 07006
Telephone:	(425) 255-0730
Fax:	(425) 228-2115
Email:	bart.lemmon@ricoh-usa.com
Web Address:	http://www.ricoh-usa.com/rmap/wsca/

Participating State

Name:	Breann Aggers
Address:	State of Washington, Department of Enterprise Services 1500 Jefferson Street P.O. Box 41411 Olympia, WA 98504
Telephone:	(360) 407-9416
Fax:	(360) 586-2426
Email:	Breann.aggers@des.wa.gov

4.51 ENTIRE AGREEMENT

All purchase orders issued by a Purchaser within the jurisdiction of the Participating State shall include the Washington State's Contract number (07912) and the Lead State's Master Service Agreement number (1715).

This Contract and the WSCA Master Service Agreement, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and Conditions inconsistent with, contrary or in addition to the Terms and Conditions of this Contract and the WSCA Master Service Agreement, together with its exhibits, shall not be added to or incorporated into this Contract or the WSCA Master Service Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such Terms and Conditions are hereby rejected. The Terms and Conditions of this Contract and the WSCA Master Service Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

4.52 ASSIGNMENT

In the event that the authority of the Participating State's Department of General Administration is withdrawn by operation of law or otherwise, and that authority is transferred and vested in a successor Participating State's government entity, with written notice to Contractor from an authorized agency of the Participating State, this Agreement may be assigned to such successor Participating State's government entity. The assignment of this Agreement under the aforementioned conditions shall not operate to relieve the parties of their duties and/or obligations hereunder.

4.53 AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

4.54 COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes. In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This Contract is effective this 2nd **day of** April, **2013.**
This is a Total award for [Category]

Approved	Approved
State of Washington Department of Enterprise Services ***Neva Peckham***, Contracts Specialist	[Contractor] Ricoh Tom Brown, vice President Public Sector
5-28-2013 Signature Date	2/28/13 Signature Date

Additional Approval	Additional Approval
State of Washington Department of Enterprise Services ***Christine Warnock***, State Purchasing Agent	State of Washington Department of Enterprise Services ***Ro Marcus***, Deputy Director
3/29/13 Signature Date	Roslyn Marcus 3/28/2013 Signature Date

2018 Passes - Rates Review

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board of Commissioners

FROM: Richard J. Rabe, District Administrator

DATE: January 8, 2018

SUBJECT: Employee Handbook, Revisions

a.) Section 5.1.4. addresses the time-frame for employee evaluations, uniformly mandating a three-month supervisor evaluation of all employees. This means quarterly evaluations are required, regardless of situational necessity. This frequency may be worth re-consideration by the Board of Commissioners.

Currently:

5.1.14. Supervisors also complete performance evaluations for each employee they supervise every three months (four times per year). This evaluation is part of an employee's personnel record and will influence whether the employee is to be promoted, transferred, demoted, laid off, or terminated. These evaluations are not meant to be a method of communicating a performance issue. Supervisors are asked to answer these four questions about each staff member they supervise: …

Recommended change to Employee Handbook:

5.1.14 Supervisors also complete performance evaluations for each employee they supervise not less frequently than every six months (twice annually), and up to every three months (four times per year), at the supervisor's discretion, or upon employee's written request to the employee's supervisor. This evaluation is part of an employee's personnel record and will influence whether the employee is to be promoted, transferred, demoted, laid off, or terminated. These evaluations are not meant to be a method of communicating a performance issue. Supervisors are asked to answer these four questions about each staff member they supervise: …

b.) The additions to the Washington Administrative Code (WAC) regarding the new Paid Sick Leave law (RCW 49.46) have been announced by the Department of Labor and Industries (L&I). These are the enforcement regulations promised for release in December, and cover procedures and penalties for Paid Sick Leave (PSL) implementation.

The relevant sections are WAC 296-128-780 through 296-128-860 (attached herewith, as follows). The change is reflected in the Tukwila Pool Employee Handbook Section 6.6.14. The only difference in this section is to change the citation to the new WACs, from 296-128-770 to 296-128-860, so as to include the new rules by reference.

NOTHING FOLLOWS

5. Performance & Professional Development

Employees are the Tukwila Pool Metropolitan Park District's most valuable resource in accomplishing the mission and goals of the organization. Therefore, it is incumbent upon the district to nurture staff talent and provide support for growth and opportunity. Toward that end, the TPMPD managers are expected to provide guidance for employees that helps each employee to enhance or refine their existing skills and develop new ones. In addition to this day-to-day feedback, managers are expected to regularly assess performance and provide opportunities for formalized educational development.

5.1 Performance Feedback & Evaluation

To achieve Tukwila Pool Metropolitan Park District's goal of supporting and retaining the best employee for every job, supervisors are expected to provide every employee with ongoing feedback and constant communication relating to performance as well as a process that requires regular reflection on an employee's overall contributions. This method is designed to ensure that each employee is receiving the best possible supervisory support and is in the position that best fits their skills.

5.1.1 Supervisors are expected to immediately inform an employee of any challenge that may be impacting their performance and to clearly communicate the necessary improvement expected. The outcome of that communication should be noted by the supervisor in writing and may influence an evaluation.

5.1.2 Employees are expected to inform a supervisor as soon as possible of any challenges they face in the performance of their duties and work cooperatively with them to find solutions.

5.1.3 Supervisors are available and encouraged to provide feedback to staff and/or discuss performance at any time. The supervisor is expected keep written notes covering the general topics of any performance-related discussion and agreed upon outcomes, if any. These notes may be sent to the employee and the Director of Aquatics Operations.

5.1.4 Supervisors also complete performance evaluations for each employee they supervise every three months (four times per year). This evaluation is part of an employee's personnel record and will influence whether the employee is to be promoted, transferred, demoted, laid off, or terminated. These evaluations are not meant to be a method of communicating a performance issue. Supervisors are asked to answer these four questions about each staff member they supervise:

5.1.4.1 Given what I know of this person's performance, and if it were my money, I would award this person the highest possible increase in compensation and bonus. Please answer on a five-point scale: 5 = Strongly Agree, 4 = Somewhat Agree, 3 = Neither Agree nor Disagree, 2 = Somewhat Disagree, 1 = Strongly Disagree

5.1.4.2 Given what I know of this person's performance, I would always want him or her on my team. Please answer on a five-point scale: 5 = Strongly Agree, 4 = Somewhat Agree, 3 = Neither Agree nor Disagree, 2 = Somewhat Disagree, 1 = Strongly Disagree

5.1.4.3 This person is at risk for low performance. Please answer Yes or No and note a brief explanation.

The answers to these questions are incorporated into the employee's file for reference in future decision-making (i.e. promotion, transfer, demotion or termination).

6. Benefits and Leave

6.6.11. The TPMPD shall fully comply with the provisions of RCW 49.46.210 and WAC 296-128-600 through WAC 296-128-860, to which employees may refer for more details regarding the application of these paid sick leave laws.

NEW SECTION

WAC 296-128-780 Enforcement—Retaliation. (1) An employee who believes that they were subject to retaliation by their employer, as defined in WAC 296-128-770, for the exercise of any employee right under chapter 49.46 RCW, may file a complaint with the department within one hundred eighty days of the alleged retaliatory action. The department may, at its discretion, extend the one hundred eighty-day period on recognized equitable principles or because extenuating circumstances exist. For example, the department may extend the one hundred eighty-day period when there is evidence that the employer has concealed or misled the employee regarding the alleged retaliatory action.

(2) If an employee files a timely complaint with the department alleging retaliation, the department will investigate the complaint and issue either a citation and notice of assessment or a determination of compliance within ninety days after the date on which the department received the complaint, unless the complaint is otherwise resolved. The department may extend the period by providing advance written notice to the employee and the employer setting forth good cause for an extension of the period, and specifying the duration of the extension.

(3) The department may consider a complaint to be otherwise resolved when the employee and the employer reach a mutual agreement to remedy any retaliatory action, or the employee voluntarily and on the employee's own initiative withdraws the complaint. Mutual agreements include, but are not limited to, rehiring, reinstatement, back pay, and reestablishment of benefits.

(4) If the department's investigation finds that the employee's allegation of retaliation cannot be substantiated, the department will issue a determination of compliance to the employee and the employer detailing such finding.

(5) If the department's investigation finds that the employer retaliated against the employee, and the complaint is not otherwise resolved, the department may, at its discretion, notify the employer that the department intends to issue a citation and notice of assessment, and may provide up to thirty days after the date of such notification for the employer to take corrective action to remedy the retaliatory action. If the complaint is not otherwise resolved, then the department shall issue a citation and notice of assessment. The department's citation and notice of assessment may:

(a) Order the employer to make payable to the employee earnings that the employee did not receive due to the employer's retaliatory action, including interest of one percent per month on all earnings owed. The earnings and interest owed will be calculated from the first date earnings were owed to the employee;

(b) Order the employer to restore the employee to the position of employment held by the employee when the retaliation occurred, or restore the employee to an equivalent position with equivalent employment hours, work schedule, benefits, pay, and other terms and conditions of employment;

(c) Order the employer to cease using any policy that counts the use of paid sick leave as an absence that may lead to or result in discipline against the employee;

(d) For the first violation, order the employer to pay the department a civil penalty as specified in WAC 296-128-790; and

(e) For a repeat violation, order the employer to pay the department up to double the civil penalty as specified in WAC 296-128-790.

(6) The department will send the citation and notice of assessment or determination of compliance to both the employer and employee by service of process or using a method by which the mailing can be tracked or the delivery can be confirmed to their last known addresses.

(7) During an investigation of the employee's retaliation complaint, if the department discovers information suggesting alleged violations by the employer of the employee's other rights under chapter 49.46 RCW, and all applicable rules, the department may investigate and take appropriate enforcement action without requiring the employee to file a new or separate complaint. If the department determines that the employer violated additional rights of the employee under chapter 49.46 RCW, and all applicable rules, the employer may be subject to additional enforcement actions for the violation of such rights. If the department discovers information alleging the employer retaliated against or otherwise violated rights of other employees under chapter 49.46 RCW, and all applicable rules, the department may launch further investigation under chapter 49.46 RCW, and all applicable rules, without requiring additional complaints to be filed.

(8) The department may prioritize retaliation investigations as needed to allow for timely resolution of complaints.

(9) Nothing in WAC 296-128-780 through 296-128-800 impedes the department's ability to investigate under the authority prescribed in RCW 49.48.040.

(10) Nothing in WAC 296-128-780 through 296-128-800 precludes an employee's right to pursue private legal action.

NEW SECTION

WAC 296-128-790 Enforcement—Retaliation—Civil penalties. (1) If the department's investigation finds that an employer retaliated against an employee, pursuant to the procedures outlined in WAC 296-128-780, the department may order the employer to pay the department a civil penalty. A civil penalty for an employer's retaliatory action will not be less than one thousand dollars or an amount equal to ten percent of the total amount of unpaid earnings attributable to the retaliatory action, whichever is greater. The maximum civil penalty for an employer's retaliatory action shall be twenty thousand dollars for the first violation, and forty thousand dollars for each repeat violation.

(2) The department may, at any time, waive or reduce any civil penalty assessed against an employer under this section if the department determines that the employer has taken corrective action to remedy the retaliatory action.

(3) The department will deposit civil penalties paid under this section in the supplemental pension fund established under RCW 51.44.033.

(4) Collections of amounts owed for unpaid citations and notices of assessment, as detailed in WAC 296-128-780(5), will be handled pursuant to the procedures outlined in RCW 49.48.086.

NEW SECTION

WAC 296-128-800 Enforcement—Retaliation—Appeals. (1) A person, firm, or corporation aggrieved by a citation and notice of assessment or a determination of compliance may, within thirty days after the date of such decision, submit a request for reconsideration to the department setting forth the grounds for seeking such reconsideration, or submit an appeal to the director pursuant to the procedures outlined in subsection (4) of this section. If the department receives a timely request for reconsideration, the department will either accept the request or treat the request as a notice of appeal.

(2) If a request for reconsideration is accepted, the department will send notice of the request for reconsideration to the employer and the employee. The department will determine if there are any valid reasons to reverse or modify the department's original decision to issue a citation and notice of assessment or determination of compliance within thirty days of receipt of such request. The department may extend this period by providing advance written notice to the employee and employer setting forth good cause for an extension of the period, and specifying the duration of the extension. After reviewing the reconsideration, the department will either:

(a) Notify the employee and the employer that the citation and notice of assessment or determination of compliance is affirmed; or

(b) Notify the employee and the employer that the citation and notice of assessment or determination of compliance has been reversed or modified.

(3) A request for reconsideration submitted to the department shall stay the effectiveness of the citation and notice of assessment or the determination of compliance pending the reconsideration decision by the department.

(4) Within thirty days after the date the department issues a citation and notice of assessment or a determination of compliance, or within thirty days after the date the department issues its decision on the request for reconsideration, a person, firm, or corporation aggrieved by a citation and notice of assessment or a determination of compliance may file with the director a notice of appeal.

(5) A notice of appeal filed with the director under this section shall stay the effectiveness of the citation and notice of assessment or the determination of compliance pending final review of the appeal by the director as provided for in chapter 34.05 RCW.

(6) Upon receipt of a notice of appeal, the director shall assign the hearing to an administrative law judge of the office of administrative hearings to conduct the hearing and issue an initial order. The hearing and review procedures shall be conducted in accordance with chapter 34.05 RCW, and the standard of review by the administrative law judge of an appealed citation and notice of assessment or determination of compliance shall be de novo. Any party who seeks to challenge an initial order shall file a petition for administrative review with the director within thirty days after service of the ini-

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tial order. The director shall conduct administrative review in accordance with chapter 34.05 RCW.

(7) If a request for reconsideration is not submitted to the department within thirty days after the date of the original citation and notice of assessment or determination of compliance, and a person, firm, or corporation aggrieved by a citation and notice of assessment or determination of compliance did not submit an appeal to the director, then the citation and notice of assessment or determination of compliance is final and binding, and not subject to further appeal.

(8) The director shall issue all final orders after appeal of the initial order. The final order of the director is subject to judicial review in accordance with chapter 34.05 RCW.

(9) Director's orders that are not appealed within the time period specified in this section and chapter 34.05 RCW are final and binding, and not subject to further appeal.

(10) An employer who fails to allow adequate inspection of records in an investigation by the department under WAC 296-128-780 through 296-128-800 within a reasonable time period may not use such records in any appeal under such rules to challenge the correctness of any determination by the department.

NEW SECTION

WAC 296-128-810 Enforcement—Paid sick leave. (1) If an employee files a complaint with the department alleging that the employer failed to provide the employee with paid sick leave as provided in RCW 49.46.200 and 49.46.210, the department will investigate the complaint as an alleged violation of a wage payment requirement, as defined by RCW 49.48.082(12).

(2) When the department's investigation results in a finding that the employer failed to provide the employee with paid sick leave accrual, use, or carryover during an ongoing employment relationship, the employee may elect to:

(a) Receive full access to the balance of accrued paid sick leave hours unlawfully withheld by the employer, based on a calculation of at least one hour of paid sick leave for every forty hours worked as an employee during the period of noncompliance; or

(b) Receive payment from the employer at their normal hourly compensation for each hour of paid sick leave that the employee would have used or been reasonably expected to use, whichever is greater, during the period of noncompliance, not to exceed an amount the employee would have otherwise accrued. The employee will receive full access to the balance of accrued paid sick leave hours unlawfully withheld by the employer, less the number of paid sick leave hours paid out to the employee pursuant to this subsection.

(3) When the department's investigation results in a finding that the employer failed to provide the employee with paid sick leave accrual, use, or carryover, and the employee is no longer employed by the same employer, the employee may elect to receive payment at their normal hourly compensation, receive reinstatement of the balance of paid sick leave hours, or receive a combination of payment and reinstatement from the employer for all hours of paid sick leave that would have accrued during the period of noncompliance. Such hours must

be based on a calculation of at least one hour of paid sick leave for every forty hours worked as an employee.

(4) The department's notice of assessment, pursuant to RCW 49.48.083, may order the employer to provide the employee any combination of reinstatement and payment of accrued, unused paid sick leave hours assessed pursuant to subsection (2) or (3) of this section.

(5) For purposes of this section, an employer found to be in noncompliance cannot cap the employee's carryover of paid sick leave at forty hours to the following year for each year of noncompliance ("year" as defined in WAC 296-128-620(6)).

NEW SECTION

WAC 296-128-820 Enforcement—Tips and service charges. If an employee files a complaint with the department alleging that their employer failed to pay to the employee all tips and gratuities due to the employee under RCW 49.46.020, or all service charges due to the employee under RCW 49.46.020 and 49.46.160, the department will investigate the complaint. The department will investigate the complaint pursuant to the procedures outlined in the Wage Payment Act, RCW 49.48.082 through 49.48.087.

NEW SECTION

WAC 296-128-830 Enforcement—Complaints alleging a violation of other rights under chapter 49.46 RCW—Duty of department to investigate—Citations—Civil penalties. (1) If an employee files a complaint with the department alleging a violation of the employee's rights under chapter 49.46 RCW, and all applicable rules, that are not otherwise enforced by the department pursuant to WAC 296-128-780 through 296-128-820, or the Wage Payment Act, RCW 49.48.082 through 49.48.087, the department will investigate the complaint under this section. Alleged violations include, but are not limited to, failure of an employer to comply with: The recordkeeping requirements set forth in WAC 296-128-010; the requirements to maintain written policies or collective bargaining agreements, as outlined in WAC 296-128-650(3), 296-128-660(2), 296-128-710(1), and 296-128-730(4); and notification and reporting requirements set forth in WAC 296-128-760.

(a) The department may not investigate any such alleged violation of rights that occurred more than three years before the date that the employee filed the complaint.

(b) If an employee files a timely complaint with the department, the department will investigate the complaint and issue either a citation assessing a civil penalty or a closure letter within sixty days after the date on which the department received the complaint, unless the complaint is otherwise resolved. The department may extend the period by providing advance written notice to the employee and the employer setting forth good cause for an extension of the period, and specifying the duration of the extension.

(c) The department will send notice of a citation assessing a civil penalty or the closure letter to both the employer and the employee by service of process or using a method by which the mailing can be tracked or the delivery can be confirmed to their last known addresses.

(2) If the department's investigation finds that the employee's allegation cannot be substantiated, the department will issue a closure letter to the employee and the employer detailing such finding.

(3) If the department determines that the violation of rights under chapter 49.46 RCW, and all applicable rules, that are not enforced by the department pursuant to WAC 296-128-780 through 296-128-820, or the Wage Payment Act, RCW 49.48.082 through 49.48.087, was a willful violation, and the employer fails to take corrective action, the department may order the employer to pay the department a civil penalty as specified in (a) of this subsection.

(a) A citation assessing a civil penalty for a willful violation of such rights will be one thousand dollars for each willful violation. For a repeat willful violator, the citation assessing a civil penalty will not be less than two thousand dollars for each repeat willful violation, but no greater than twenty thousand dollars for each repeat willful violation.

(b) The department may not issue a citation assessing a civil penalty if the employer reasonably relied on:

(i) A written order, ruling, approval, opinion, advice, determination, or interpretation of the director; or

(ii) An interpretive or administrative policy issued by the department and filed with the office of the code reviser. In accordance with the department's retention schedule obligations under chapter 40.14 RCW, the department will maintain a complete and accurate record of all written orders, rulings, approvals, opinions, advice, determinations, and interpretations for purposes of determining whether an employer is immune from civil penalties under (b) of this subsection.

(c) The department may, at any time, waive or reduce a civil penalty assessed under this section if the director determines that the employer has taken corrective action to resolve the violation.

(d) The department will deposit civil penalties paid under this section in the supplemental pension fund established under RCW 51.44.033.

(4) For purposes of this section, the following definitions apply:

(a) "Repeat willful violator" means any employer that has been the subject of a final and binding citation for a willful violation of one or more rights under chapter 49.46 RCW, and all applicable rules, within three years of the date of issuance of the most recent citation for a willful violation of one or more such rights.

(b) "Willful" means a knowing and intentional action that is neither accidental nor the result of a bona fide dispute.

NEW SECTION

WAC 296-128-840 Complaints alleging a violation of other rights under chapter 49.46 RCW—Administrative appeals. (1) A person, firm, or corporation aggrieved by a citation assessing a civil penalty is-

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sued by the department under WAC 296-128-830 may appeal the citation assessing a civil penalty to the director by filing a notice of appeal with the director within thirty days of the department's issuance of the citation assessing a civil penalty. A citation assessing a civil penalty not appealed within thirty days is final and binding, and not subject to further appeal.

(2) A notice of appeal filed with the director under this section will stay the effectiveness of the citation assessing a civil penalty pending final review of the appeal by the director as provided for in chapter 34.05 RCW.

(3) Upon receipt of a notice of appeal, the director will assign the hearing to an administrative law judge of the office of administrative hearings to conduct the hearing and issue an initial order. The hearing and review procedures will be conducted in accordance with chapter 34.05 RCW, and the standard of review by the administrative law judge of an appealed citation assessing a civil penalty will be de novo. Any party who seeks to challenge an initial order shall file a petition for administrative review with the director within thirty days after service of the initial order. The director will conduct administrative review in accordance with chapter 34.05 RCW.

(4) The director will issue all final orders after appeal of the initial order. The final order of the director is subject to judicial review in accordance with chapter 34.05 RCW.

(5) Orders that are not appealed within the period specified in this section and chapter 34.05 RCW are final and binding, and not subject to further appeal.

(6) An employer who fails to allow adequate inspection of records in an investigation by the department under WAC 296-128-830 through 296-128-850 within a reasonable time period may not use such records in any appeal under such rules to challenge the correctness of any determination by the department of penalties assessed.

NEW SECTION

WAC 296-128-850 Complaints alleging a violation of other rights under chapter 49.46 RCW—Collection procedures. Collections of unpaid citations assessing civil penalties will be handled pursuant to the procedures outlined in RCW 49.48.086.

NEW SECTION

WAC 296-128-860 Severability clause. If any provision of the rules in this chapter, or their application to any person or circumstance is held invalid, the remainder of these rules or their application of the provision to other persons or circumstances is not affected.

INFORMATIONAL MEMORANDUM
TUKWILA POOL METROPOLITAN PARK DISTRICT

TO: Board of Commissioners

FROM: Ellen Gengler, Board President

DATE: January 3, 2018

SUBJECT: Discussion regarding Programming & Marketing Committees

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OVERVIEW: The Marketing (Club) and Programming Committees were created as ad hoc committees to respond to the needs of the pool in these areas. Most recently, and prior to the reorganization, these committees were scheduled and overseen by the ED.

Both groups tended to meet on a monthly basis.

The ED position was eliminated and the Director of Aquatics Operations (DAO) assumed the responsibilities of marketing and programming in lieu of the ED. During this transition the committees did continue to meet on occasion; these meetings organized by the DAO and / or Commissioners serving on the committees.

Currently the only permanent committee, independent of the pool operations is the Finance Committee which includes two commissioners, the DAO, the DA and the bookkeeper.

DISCUSSION: Should the DAO assume oversight of these two committees? This would include scheduling the meetings and organizing the activities of the committees and the membership; or should these committees operate similarly to the Finance Committee, as committees of the BOC working with pool operations?

INFORMATIONAL MEMORANDUM
TUKWILA POOL METROPOLITAN PARK DISTRICT

TO: Board of Commissioners

FROM: Ellen Gengler, Board President

DATE: January 3, 2018

SUBJECT: Survey

OVERVIEW: As my role as Board President for 2018, it is my intention to help our District and Operations teams continue to grow and develop. To assist in this endeavor I created a survey for both our District Administrator and our Director of Aquatics Operations (DAO) to complete.

Attached are copies of the survey and the responses.

2018 Year Start Assessment

Greetings. Following are some questions that I would like you to honestly answer. Don't worry about spelling, grammar or punctuation; you will not be graded. The objective of this assessment is to get your honest, unfiltered responses to these questions. This will help guide our goals for the 2018 year for your professional development as well as the Board's focus.

Thank you for the input.
Ellen Gengler,
2018 Board President, TPMPD

Email address *

msimpson@tukwilapool.org

What, in your opinion, could the Board provide or do, to help make the Tukwila Pool a better experience? (this could be for patrons, employees, or even just you, personally.) *

I think having board members present for every event is the most impactful thing they can do. I know most board members don't use the pool often, so coming and supporting the events is a great way for the staff and community members to see and talk to board members. For me personally, having the board continue being the supportive board they already are is very important. Knowing I can call any one of them and ask for help, support, or just an ear for listening, is all that I need to feel confident and supportive to be the best I can be.

What tasks / duties of your job do you wish you had more experience or skills in? *

I wish I had more experience in law! HA! Funny I say that because my brother and sister are both attorneys. Law/politics really has never interested me but it is an important part of this position.

What areas or traits do you wish to focus on for the 2018 year? *

I want to continue to try and make this facility super safe and a fun place for everyone to come to. I want to focus on this grant and ensure that everyone that needs swimming lessons, gets them. To think I need to give out $30,000 in scholarships next year, and we only gave out $7,000 this past year, is kind of a huge task before me. I love challenges!!

Yes, more questions

Just a few more questions to go. Please answer honestly.

What, in your opinion, is the biggest threat to fulfilling the mission, vision and values of the Tukwila Pool? *

Staffing the demands of the pool. (swim lessons demands next year will go up substantially.)

What is the most important trait or quality you possess that helps you in your job at the Tukwila Pool? *

Patience :)

Please use the space below to add anything that you would like the Board to know.

I would like to tell the board that I am so very thankful for each of you. Your dedication to this pool surpasses any I have ever seen. My hope is that helping this pool is not only fun but also rewarding for you guys! I love each of you dearly and I am certain God had his hand in the crossing of our paths! (Even though it took moving me across the entire country to do so Ha!) I am looking forward to this "fresh" new year with you guys!

2018 Year Start Assessment

Greetings. Following are some questions that I would like you to honestly answer. Don't worry about spelling, grammar or punctuation; you will not be graded. The objective of this assessment is to get your honest, unfiltered responses to these questions. This will help guide our goals for the 2018 year for your professional development as well as the Board's focus.

Thank you for the input.
Ellen Gengler,
2018 Board President, TPMPD

Email address *

rrabe@tukwilapool.org

What, in your opinion, could the Board provide or do, to help make the Tukwila Pool a better experience? (this could be for patrons, employees, or even just you, personally.) *

Long-Term Vision for the Facility

What tasks / duties of your job do you wish you had more experience or skills in? *

Quickbooks Online, training & practice

What areas or traits do you wish to focus on for the 2018 year? *

Financial Accountability - accounts management, historical benchmarks, budget management, and long-term planning

Yes, more questions

Just a few more questions to go. Please answer honestly.

What, in your opinion, is the biggest threat to fulfilling the mission, vision and values of the Tukwila Pool? *

Possible Prolonged Litigation

What is the most important trait or quality you possess that helps you in your job at the Tukwila Pool? *

Legal Training in Torts, Employment Law, Civil Litigation

Please use the space below to add anything that you would like the Board to know.

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