

TUKWILA POOL METROPOLITAN PARK DISTRICT

RESOLUTION # 2015-14

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TUKWILA POOL METROPOLITAN PARK DISTRICT ESTABLISHING THE MEETING SCHEDULE FOR THE BOARD OF COMMISSIONERS OF THE TUKWILA POOL METROPOLITAN PARK DISTRICT AND REPEALING RESOLUTION 28 TO CHANGE THE MEETING DAY AND TIME OF THE BOARD OF COMMISSIONERS EFFECTIVE JANUARY 11, 2016.

WHEREAS, RCW 42.30.030 states that all meetings of the governing body of a public agency shall be open and public; and

WHEREAS, all persons shall be permitted to attend any meeting of the governing body of a public agency; and

WHEREAS, it is in the best interest of the Tukwila Pool Metropolitan Park District to inform all citizens of all Tukwila Pool Metropolitan Park District Board of Commissioners meeting days, times and locations;

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

Section 1: Tukwila Pool Metropolitan Park District Board of Commissioners meetings shall be held on the following days during the year 2016: January 11, February 8, March 14, April 11, May 9, June 13, July 11, August 8, September 12, October 10, November 14 and December 12.

Section 2: Tukwila Pool Metropolitan Park District Board of Commissioners meetings shall be held at the Valley View Sewer District conference room, 3460 S 148th Suite 100, Tukwila, WA commencing at 6:30 p.m.

Section 3: Resolution No. 28 is hereby repealed.

PASSED BY THE TUKWILA POOL METROPOLITAN PARK DISTRICT BOARD OF COMMISSIONERS at a Regular Meeting thereof this _____ day of _____, 2015.

ATTEST/AUTHENTICATED:

Jeri Frangello-Anderson
Commission Clerk

David Puki
Board President

APPROVED AS TO FORM BY:

Brian Snure, Commission Attorney

Filed with the Clerk: _____

Passed by the Commission: _____

Resolution Number _____

EMPLOYMENT AGREEMENT

Aquatics Manager

This Agreement is entered into between Tukwila Pool Metropolitan Park District hereafter referred to as "District" and David M. Perkins hereafter referred to as "Employee".

The District hereby employs David M. Perkins as the Aquatics Manager of the District who hereby accepts the employment on the terms and conditions set forth below.

1. Duties. The Employee shall perform the following duties:

1.1. Perform such services for the District as directed from time to time by the Executive Director in the manner and to the extent permitted by the laws of the State of Washington and in accordance with the policies of the District.

1.2. Perform all duties established by the job description of the position of Aquatics Manager, which is incorporated into this Agreement by this reference. The District retains the right to modify the job description during the term of this Agreement.

2. Hours of Employment. The Aquatics Manager is expected to devote a minimum of forty hours per week to perform the administrative and executive duties assigned to the position. The parties recognize that the Employee must devote time outside of normal office hours and the Employee shall determine the hours of work so as to be available to the public on a predictable and regular basis. The Aquatics Manager is a salaried FLSA exempt executive position and is not entitled to overtime compensation unless authorized in writing in advance by the Board of Commissioners.

3. Compensation.

3.1. Salary. For all services rendered by the Employee under this Agreement, the District shall pay the Employee a monthly salary of \$4,583.34 payable in accordance with the District's normal payroll process.

3.2. Fringe Benefits. The Employee shall receive the Fringe Benefits as set forth in Addendum A.

4. Review. Salary and benefits shall be reviewed annually by the District.

5. Term. This Agreement shall be effective on January 1, 2016 and shall continue in force until _____, 20__ unless extended or terminated as provided by this Agreement.

- 6. Termination Without Cause.** This position is an at-will position. The Employee acknowledges that either party may terminate employment at any time with 30 days advance notice for any reason with or without cause and that the Employee has no expectation of continued employment beyond this thirty day period. In the event this Agreement is terminated for any reason, the Employee shall receive the following compensation.

 - 6.1.** Current monthly wage for all hours worked prior to the termination date.
 - 6.2.** Payment of accrued Paid Time Off.
 - 6.3.** Reimbursement of unpaid general expenses incurred as provided in Paragraph 7.
- 7. General Expenses.** The District will reimburse the Employee for reasonable job related expenses when approved in advance and on receipt of documentation of such expenses. The Employee is authorized to expend District funds in the execution of District business and in representing the District at conferences and otherwise, to purchase materials for recognition of employees or volunteers, and to incur travel and lodging expenses in the conduct of District business.
- 8. Employment Attention.** The Employee agrees to devote full working time, attention, knowledge and skills during District working hours to the business and interests of the District and the District shall be entitled to all benefits and profits arising from work and services performed during District working hours by the Employee. Participation in community, business, and civic organizations is encouraged.
- 9. Outside Employment.** The Employee shall not engage in outside employment that interferes with the Employee's ability to effectively discharge the assigned duties and responsibilities in a manner consistent with this Agreement.
- 10. General Provisions:**

 - 10.1.** Except as otherwise provided for herein, this Agreement shall constitute the entire agreement between the parties, and shall supersede, modify and/or rescind all prior written and oral understandings and agreements between the parties hereto as to the subject of this Agreement.
 - 10.2.** Waiver by the Employer of any breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach nor a waiver of this provision.
 - 10.3.** No amendment or variation of the terms and conditions of this Employment Agreement are valid unless the same is in writing, references this Agreement, and is signed by both parties.
 - 10.4.** Except where inconsistent with the terms hereof, Employee shall follow all Employer policies, procedures, rules, regulations, general orders and general directives.

- 10.5. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- 10.6. The provisions of this Agreement are for the benefits of the parties solely, and not for the benefit of any person, persons or legal entities. Neither this Agreement nor any rights hereunder may be assigned by either party.
- 10.7. At all times, the Employer has been represented by its attorney. Employee acknowledges that Employee, at all times, had the right to and the availability of independent counsel of Employee's choosing in regard to this Agreement, whether or not Employee chose to exercise that right.

Dated: _____, 2015.

TUKWILA POOL METROPOLITAN
PARK DISTRICT

EMPLOYEE

By: _____
President

By: _____
Clerk

ADDENDUM A
FRINGE BENEFITS – EMPLOYEE

1. **BENEFIT REIMBURSEMENT.** The District will provide Employee with up to \$687.50 per month to reimburse employee for health insurance, retirement benefits or other employment benefits approved by the District in advance. The amount represents 15% of employee’s salary and is designed to allow employee to obtain fringe benefits and to offset the tax impact of this approach to benefits. The benefit package is not part of the base salary and is subject to modification on an annual basis. Employee shall provide proof of enrollment and payment to receive reimbursement of the benefit funds. If Employee does not use the full benefit amount on a monthly basis, the unused amount shall be forfeited and shall not accrue.

2. **PAID TIME OFF.** The Employee will be entitled to 12 Paid Time Off days accrued at the rate of 1 day per month. The maximum accrual of Paid Time Off is 12 days. Paid Time Off will not expire at the end of the term but will remain subject to the maximum accrual limit.

3. **HOLIDAY LEAVE.** The Employee will be granted the following holidays:

4th Thursday in November	Thanksgiving Day
December 25	Christmas Day

PROFESSIONAL SERVICES AGREEMENT
Between the Tukwila Pool Metropolitan Park District and
GDM Private Financial Solutions

THIS AGREEMENT is made between the Tukwila Pool Metropolitan Park District, a Washington municipal corporation "TPMPD," and GDM Private Financial Solutions, located and doing business at 11100 NE 8th St., Suite 380, Bellevue, WA 98004 "Contractor."

I. DESCRIPTION OF WORK.

Contractor shall perform the following services for the TPMPD:

See Exhibit A.

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

II. TERM. This Agreement shall be effective January 1, 2016 and shall continue until _____ unless earlier terminated as provided herein.

III. COMPENSATION. The TPMPD shall pay Contractor the fixed fees and hourly rates identified in Exhibit A according to the following invoice schedule:

Contractor shall invoice the TPMPD monthly based on time and materials incurred during the preceding month for services rendered during the preceding month. The TPMPD shall pay all approved invoices within 30 days of receipt. All hourly rates charged shall remain fixed at the negotiated rates throughout the term of this Agreement.

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

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

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

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

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

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

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

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's limited waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The Contractor further acknowledges that Contractor has mutually negotiated this waiver.

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

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

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

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

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

XIII. MISCELLANEOUS PROVISIONS.

A. Conflict of Interest. The Contractor represents to the TPMPD that it has no conflict of interest in performing any of the services described herein. In the event that the Contractor is asked to perform services for a project with which it may have a conflict, the Contractor shall immediately disclose such potential conflict to the TPMPD.

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

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

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

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

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

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

language in any of the exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

H. TPMPD Obligations: The success of this agreement will require collaboration, cooperation and communication. In addition, TPMPD hereby agrees to:

1. Contract with a competent third party payroll service provider.
2. Install and operate a POS system that integrates with our mutual needs.
3. Timely pay for our services as set forth in this letter.

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

<p>CONTRACTOR:</p> <p>By: _____ Alan Dance, CPA</p> <p>DATE: _____</p>	<p>TUKWILA POOL METROPOLITAN PARK DISTRICT:</p> <p>By: _____ David Puki, Board President</p> <p>DATE: _____</p>
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<p>NOTICES TO BE SENT TO: GDM Private Financial Solutions 11100 NE 8th St., Suite 380 Bellevue, WA 98004</p>	<p>NOTICES TO BE SENT TO: Board President 4414 S. 144th St. Tukwila, WA 98168</p>
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EXHIBIT A SCOPE OF WORK

GDM Private Financial Services will provide accounting services to the TPMPD including:

1. Review of TPMPD Financial Statements, as requested by the District - Statements provided from the TPMPD contracted bookkeeper
2. SAO Annual Report Review - Report provided from the TPMPD contracted bookkeeper
3. SAO Audit assistance
4. Consultations and communications, as requested by the District

Contractor Rates

CPA Time will be billed at the hourly rate of \$300 per hour.

Other professional services will be billed at the hourly rate of \$100 - \$200 per hour depending on the service provided.

GDM Private Financial Services agrees to use the least costly option to provide necessary requested services to the TPMPD.

EXHIBIT B INSURANCE REQUIREMENT

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

- a. Comprehensive general liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the “each occurrence” limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage).
- b. Automobile liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of “Any Auto.” Automobile liability coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary
- c. Such workmen’s compensation and other similar insurance as may be required by law.
- d. Professional liability insurance is required if services delivered pursuant to this agreement, either directly or indirectly, involve or require providing professional services. Such coverage shall cover injury or loss resulting from Contractors’ rendering or failing to render professional services. Contractor shall maintain minimum limits no less than \$1,000,000 per incident, loss, or person, as applicable. If defense costs are paid within the limit of liability, Contractor shall maintain limits of \$2,000,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit. If professional liability insurance is written on a “claims made” basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this contract.
- e. Contractor agrees to disclose the existence and nature of any limiting endorsement that applies to any liability insurance policy purchased in accord with this contract.
- f. Contractor’s insurance coverage shall be primary insurance as respects the TPMPD and Contractor shall provide documentation of the primary nature of Contractor’s insurance. Any insurance maintained by the TPMPD shall be excess of the Contractor’s insurance and shall not contribute with it.

PROFESSIONAL SERVICES AGREEMENT
Between the Tukwila Pool Metropolitan Park District and

Snure Law Office, PSC

THIS AGREEMENT is made between the Tukwila Pool Metropolitan Park District, a Washington municipal corporation "TPMPD," and Snure Law Office, PSC, located and doing business at 627 S. 227th St., Des Moines, WA 98198 "Contractor."

I. DESCRIPTION OF WORK.

Contractor shall perform the following services for the TPMPD:

See Exhibit A.

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

II. TERM. This Agreement shall be effective January 1, 2016 and shall continue until December 31, 2016 unless earlier terminated as provided herein.

III. COMPENSATION. The TPMPD shall pay Contractor the hourly rates identified in Exhibit A according to the following invoice schedule:

Contractor shall invoice the TPMPD monthly based on time and materials incurred during the preceding month for services rendered during the preceding month. The TPMPD shall pay all approved invoices within 30 days of receipt. All hourly rates charged shall remain fixed at the negotiated rates throughout the term of this Agreement.

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

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

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

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

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

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

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

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's limited waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The Contractor further acknowledges that Contractor has mutually negotiated this waiver.

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

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

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

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

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

XIII. MISCELLANEOUS PROVISIONS.

A. Conflict of Interest. The Contractor represents to the TPMPD that it has no conflict of interest in performing any of the services described herein. In the event that the Contractor is asked to perform services for a project with which it may have a conflict, the Contractor shall immediately disclose such potential conflict to the TPMPD.

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

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

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

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

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

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

language in any of the exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

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

<p>CONTRACTOR:</p> <p>By: _____ Brian Snure, President</p> <p>DATE: _____</p>	<p>TUKWILA POOL METROPOLITAN PARK DISTRICT:</p> <p>By: _____ Dave Puki, Board President</p> <p>DATE: _____</p>
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<p>NOTICES TO BE SENT TO: Brian Snure Snure Law Office, PSC 612 S. 227th St. Des Moines, WA 98198</p>	<p>NOTICES TO BE SENT TO: Board President Tukwila Pool Metropolitan Park District 4414 S. 144th St. Tukwila WA 98168</p>
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EXHIBIT A
Scope of Services to be Provided by Contractor

The Contractor shall be principally responsible for performing all legal work for the District, except where defense is provided through insurance coverage. The following list of duties is illustrative, but is not necessarily inclusive, of the services to be performed by the Contractor:

1. Review or draft contracts, resolutions, interlocal agreements, and other legal documents as requested by the District;
2. Advise the Commissioners and staff members with regard to legal matters relating to their respective duties for the District;
3. Represent the District in all lawsuits and other contested administrative proceedings commenced by or against the District, except where defense is provided exclusively through insurance coverage;
4. Consult with and advise the Commissioners and staff members in person, by telephone, e-mail, or by written memo on District business; and
5. Attend Commission meetings, staff meetings, or other meetings, as requested by the District.

Contractor Rates 2016

Attorney time will be billed at the hourly rate of \$225.00 per hour.

Paralegal time will be billed at the rate of \$100.00 per hour.

Meeting travel time shall not exceed .80 for meetings held within the boundaries of the District.

The District will not be billed for normal and customary expenses such as postage, photocopies, legal messenger service, computerized research charges or other nominal expenses. The District will be billed for extraordinary expenses such as filing fees, discovery costs and substantial postage or photocopying costs.

EXHIBIT B INSURANCE REQUIREMENT

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

- a. Comprehensive general liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the “each occurrence” limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage).
- b. Automobile liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of “Any Auto.” Automobile liability coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary
- c. Such workmen’s compensation and other similar insurance as may be required by law.
- d. Professional liability insurance is required if services delivered pursuant to this agreement, either directly or indirectly, involve or require providing professional services. Such coverage shall cover injury or loss resulting from Contractors’ rendering or failing to render professional services. Contractor shall maintain minimum limits no less than \$500,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit. If professional liability insurance is written on a “claims made” basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this contract.
- e. Contractor agrees to disclose the existence and nature of any limiting endorsement that applies to any liability insurance policy purchased in accord with this contract.
- f. Contractor’s insurance coverage shall be primary insurance as respects the TPMPD and Contractor shall provide documentation of the primary nature of Contractor’s insurance. Any insurance maintained by the TPMPD shall be excess of the Contractor’s insurance and shall not contribute with it.