

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

This Agreement is entered into between Tukwila Pool Metropolitan Park District hereafter referred to as "District" and Jennafer Price Cargill hereafter referred to as "Executive Director".

The District hereby employs Jennafer Price Cargill as the Executive Director of the District who hereby accepts the employment on the terms and conditions set forth below.

1. Duties. The Executive Director shall perform the following duties:

1.1. Perform such services for the District as directed from time-to-time by the Board of Commissioners 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 Executive Director, which is incorporated into this Agreement by this reference. The Board of Commissioners retains the right to modify the job description during the term of this Agreement.

2. Hours of Employment. The Executive Director is expected to devote a minimum of twenty hours per week to perform the administrative and executive duties assigned to the position. The parties recognize that the Executive Director must devote time outside of normal office hours and the Executive Director shall determine the hours of work so as to be available on a predictable and regular basis. The Executive Director 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. The Executive Director shall notify the Board President in advance of any absences and shall schedule such absences in a manner that does not interfere with the performance of the Executive Director's job duties.

3. Compensation.

3.1. Salary. For all services rendered by the Executive Director under this Agreement, the District shall pay the Executive Director a monthly salary of \$3,750.00.

3.2. Benefits. The Executive Director shall receive only the benefits set forth below:

3.2.1. Retirement. The District will pay the employer's portion of the Executive Director's monthly Public Employees Retirement System (PERS) premium.


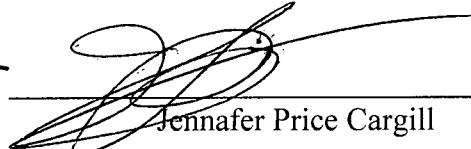
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4. **Term.** This Agreement shall be effective on January 1, 2014 and shall continue in force until December 31, 2014 unless extended or terminated as provided in Paragraphs 5 or 6.
5. **Extensions.** This Agreement may be renewed for one additional year, subject to mutual agreement of the parties.
6. **Termination Without Cause.** This position is an at-will, part-time position. The Executive Director 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 Executive Director has no expectation of continued employment beyond this thirty day period. In the event this Agreement is terminated for any reason, the Executive Director shall receive the following compensation.
 - 6.1. Current monthly wage for all hours worked prior to the termination date.
 - 6.2. Reimbursement of unpaid general expenses incurred as provided in Paragraph 7.
7. **General Expenses.** The District will reimburse the Executive Director for reasonable job related expenses when approved in advance and on receipt of documentation of such expenses.
8. **Performance Evaluations.** The Executive Director will receive performance evaluations conducted by the Board of Commissioners or its designee on a regular schedule to be determined by the Board of Commissioners.
9. **General Provisions:**
 - 9.1. 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.
 - 9.2. Waiver by the District 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.
 - 9.3. 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.
 - 9.4. Except where inconsistent with the terms hereof, the Executive Director shall follow all District policies, procedures, rules, regulations, general orders and general directives.
 - 9.5. 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.

- 9.6. 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.
- 9.7. At all times, the District has been represented by its attorney. The Executive Director acknowledges that the Executive Director, at all times, had the right to and the availability of independent counsel of the Executive Director's choosing in regard to this Agreement, whether or not the Executive Director chose to exercise that right.

Dated: 30th December, 2013.

TUKWILA POOL METROPOLITAN PARK DISTRICT	EXECUTIVE DIRECTOR
 _____ President	 _____ Jennafer Price Cargill

Approved as to Form:

By: 

Brian Snure, Legal Counsel