



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
253-858-3400 – info@penmetparks.org
www.penmetparks.org

SPECIAL MEETING AGENDA

October 28, 2020, 5:00 PM

ATTENTION: Protecting the public, our partners, and our staff are of the utmost importance. Due to recent health concerns with the novel Corona-virus, the Park Board has decided to host the meeting Online via Zoom. In accordance with the Governor's Stay at Home Order issued on March 23, 2020, the public is strongly encouraged to participate via teleconference. You can listen to the special meeting by phone at the following number +1 253-215-8782 Meeting ID: 980 2697 3658 Password: 618023. Via Zoom: Meeting ID: 980 2697 3658 Password: 618023. For Public Comments please email to ssnuffin@penmetparks.org by 12:00 PM 10/28/2020

Call to Order

Commissioner Roll Call:

	Present	Excused	Comment
Maryellen (Missy) Hill			
Amanda Babich			
Laurel Kingsbury			
Kurt Grimmer			
Steve Nixon			

ITEM 1 Approval of Agenda

ITEM 2 Approval of Resolution R2020-024

Resolution R2020-024 Authorizing the Board President to negotiate and execute the employee loaning agreement with the Metropolitan Park District of Tacoma for an Interim Executive Director.

ITEM 3 Adjournment



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AGENDA POLICY

No comments or discussion will be allowed on consent items.

Citizen Comments: Citizens are afforded an opportunity at each regular and special meeting of the Board of Park Commissioners to offer their comments to the Board. Citizens are limited to a three (3) minute time limit and may only speak once during the Citizen Comment period at each meeting. Comments will be included as part of the official record of the meeting.

Individuals requesting an item to be placed on the agenda must submit a request by 12 noon on the Monday preceding the Tuesday meeting date.

Individuals wishing to submit materials or written testimony to the Board at the meeting must provide ten (10) copies at least 15 minutes prior to the start of the meeting.

***Special Note:** Due to current circumstances, we will be accepting citizen comments via email at ssnuffin@penmetparks.org up until 5:00 PM the Monday prior to PenMet Parks Regular Meetings. Comments will be read and recorded in the meeting.

EMPLOYEE LOANING AGREEMENT

THIS AGREEMENT is dated October _____, 2020 (for reference purposes only), by and between the Metropolitan Park District of Tacoma, a Washington municipal corporation (“Metro Parks”) and the Peninsula Metropolitan Park District, a Washington municipal corporation (“PenMet Parks”), who agree as follows:

1. Recitals. This Agreement is made with reference to the following background recitals:

- A. PenMet Parks desires a worker to perform the services and/or work described in Exhibit A, attached hereto and incorporated herein (the “Work”).
- B. Metro Parks employs Hunter George (the “Employee”), who possesses the appropriate education, skills and experience to perform the Work. Metro Parks is willing to provide and loan the services of Employee to PenMet Parks, and PenMet Parks is willing to pay for the Employee’s Work, subject to the terms of this Agreement.

2. Loan of Employee.

A. Metro Parks agrees to provide and loan the services of Employee to perform the Work for and on behalf of PenMet Parks, and PenMet Parks agrees to accept and utilize the services of Employee, as provided for in this Agreement. When working for PenMet Parks, Employee shall be under the supervision and direction of PenMet Parks’ Board of Park Commissioners. PenMet Parks’ Board shall determine the precise tasks, services and assignments that Employee will perform pursuant to this Agreement.

B. Employee shall work for PenMet Parks for the hours provided on Exhibit A. The hours and any schedule may be modified by mutual written agreement of the parties. The parties recognize that workload requirements involving either Metro Parks or PenMet Parks may require temporary adjustments in Employee’s work schedule and the parties agree to mutually cooperate to accommodate such requirements.

C. PenMet Parks shall be responsible for providing Employee with office space, support services, materials, supplies, tools and equipment appropriate to perform the Work. All correspondence, other documents, e-mail and other communications made by Employee in connection with the Work under this Agreement shall be the property of PenMet Parks and subject to its document retention, management and other applicable policies and regulations.

D. If Employee undertakes any business-related travel or incurs other business-related expenses in connection with the Work for PenMet Parks, then PenMet Parks

shall be responsible for payment or reimbursement of Employee's business-related expenses.

3. Metro Parks' Responsibilities. Employee will remain a full-time regular employee of Metro Parks, will remain on Metro Parks' payroll, will remain subject to Metro Parks' general personnel administration and will continue to receive compensation and benefits solely from Metro Parks. Employee shall remain subject to Metro Parks' personnel policies, rules and regulations. Metro Parks shall be responsible for payment of all Employee salary and related benefits, pension, insurance, taxes and withholdings required under Metro Parks' personnel rules, policies and contracts and applicable federal and state law. Metro Parks shall be responsible for keeping and maintaining the personnel file and payroll and other records of Employee.

4. Payment. PenMet Parks shall pay to Metro Parks the fee in the amount described on Exhibit A based on the number of hours actually worked by Employee on behalf of PenMet Parks. PenMet Parks shall keep and maintain a monthly time report showing the hours worked by Employee pursuant to this Agreement. At the end of each month, PenMet Parks shall prepare and submit to Metro Parks a statement showing Employee's hours worked and the total fee due for the month along with payment for that month.

5. Term. This Agreement shall commence on October _____, 2020 and shall continue until terminated by either party. This Agreement may be terminated at any time by either party upon 15 days advance written notice to the other party. This Agreement shall terminate immediately upon the Employee's termination of employment with Metro Parks, Employee's disability if it prevents the Employee from performing the Work or the Employee's death. Upon termination, PenMet Parks shall compensate Metro Parks for all hours of Work performed by Employee to the date of termination.

6. Indemnification.

A. Metro Parks shall indemnify, defend, protect and hold harmless PenMet Parks, and its officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of a breach of Metro Parks' obligations under this Agreement, except where caused by the sole negligence or willful misconduct of PenMet Parks, its officers, employees, volunteers and agents or as otherwise provided or limited by law.

B. PenMet Parks shall indemnify, defend, protect and hold harmless Metro Parks, and its officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of (i) a breach of PenMet Parks' obligations under this Agreement or (ii) an act or omission of Employee in performing Work for PenMet Parks under this Agreement, except (i) where caused by the sole negligence or willful misconduct of Metro Parks, its officers, employees (other than Employee), volunteers and agents or (ii) as otherwise provided or limited by law.

C. The parties' obligations under these indemnification provisions shall survive the termination of this Agreement.

7. Entire Agreement. This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning Employee's Work for PenMet Parks, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

8. Successors and Assignment. This Agreement shall bind and inure to the benefit of the successors and assigns of the parties; however, Metro Parks shall not change the Employee performing the Work under this Agreement without the prior written consent of PenMet Parks.

9. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.

10. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

11. No Third Party Beneficiaries. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the parties and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.

12. Attorney's Fees. If either party brings an action to enforce the terms of this Agreement or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorney's fees to be paid by the losing party as fixed by the court.

13. Authority. Each party to this Agreement represents and warrants to the other that execution of this Agreement has been fully authorized and each individual signing on behalf of Metro Parks or PenMet Parks represents that they have authority to sign this Agreement and bind the entity on whose behalf they sign.

14. Captions. Titles or captions of paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

15. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either delivered personally or sent by prepaid, first class U.S. mail addressed as follows:

<p><u>Metro Parks:</u></p> <p>Shon Sylvia Executive Director 4702 S. 19th Street Tacoma, WA, 98405 Telephone: 253.305.1072 E-Mail: shons@tacomaparks.com</p>	<p><u>PenMet Parks:</u></p> <p>Maryellen (Missy) Hill Board President PO Box 425 Gig Harbor, WA 98335 Telephone: 253.720.9295 E-Mail: mhill@penmetparks.org</p>
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Any party may change its address by notifying the other party of the change in the manner provided above.

METROPOLITAN PARK DISTRICT
OF TACOMA

PENINSULA METROPOLITAN PARK
DISTRICT

By: _____
Shon Sylvia
Its Executive Director

By: _____
Maryellen Hill
Its President

Dated: October ____, 2020.

Dated: October ____, 2020.

EXHIBIT A

Description of Employee Work: The Employee will be providing services as the Interim Executive Director and reporting to the PenMet Parks' Board of Park Commissioners. As the Interim Executive Director, Employee shall be the Chief Executive Officer of PenMet Parks with the duties and responsibilities as may be lawfully assigned by the Board and shall comply with all lawful governing body directives, local, state and federal law, PenMet Parks' policies and rules as they currently exist or may hereafter be amended.

Employee Hours / Schedule: The Employee will spend Thirty (30) hours per week providing the above Work.

Fee: PenMet Parks shall pay Metro Parks at the fully burdened monthly rate of \$10,585 for calendar year 2020, which shall be pro-rated for any partial month. This rate will be adjusted for any work performed by Employee in calendar year 2021 based on changes to Employee's compensation and benefits.



Peninsula Metropolitan Park District

RESOLUTION NO. R2020-024

AUTHORIZING THE BOARD PRESIDENT TO NEGOTIATE AND EXECUTE THE EMPLOYEE LOANING AGREEMENT WITH THE METROPOLITAN PARK DISTRICT OF TACOMA FOR AN INTERIM EXECUTIVE DIRECTOR

WHEREAS, the Board of Park Commissioners desires the services of an interim executive director to serve as the Chief Executive Officer of PenMet Parks with the duties and responsibilities as may be lawfully assigned by the Board;

WHEREAS, the Metropolitan Park District of Tacoma is willing to loan one of its executive employees, Hunter T. George, to serve as the interim executive director;

WHEREAS, Mr. George is currently the Chief Administrative Officer for Metro Parks and has extensive leadership experience in a variety of areas, including human resources, communications, government affairs, planning and development, and more; and

WHEREAS, Mr. George also serves as the mayor of Fircrest, and has been involved in its construction of an \$18 million pool and community center complex. Now, therefore, be it

RESOLVED by the Board of Park Commissioners of the Peninsula Metropolitan Park District that the Board President is authorized to negotiate the final terms and execute the Employee Loaning Agreement for Hunter T. George substantially in the form attached as Exhibit "A".

The foregoing resolution was adopted at a special meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on October 28, 2020.

Maryellen Hill, President

Amanda Babich, Clerk

Attest