Key Pen Parks Regular Meeting Agenda

(Meetings may be videotaped or recorded)

Monday December 11, 2017 Volunteer Park Annex

Study Session – 6:30 PM Study Session

- Staff Report
- Key Central Forest Parking Design
- 1. Call to Order 7:30 PM
- 2. Roll Call

Present Excused Comment

Ed Robison Mark Michel Kip Clinton John Kelly Shawn Jensen

- 3. Pledge of Allegiance
- 4. Approval of Agenda
- 5. Special Presentations
 - Farm Tour
- 6. Citizens Comments

Limited to 3 minutes per issue per citizen. Citizen will state name and their address.

If providing handouts, need to provide 10 copies for Commissioners and Staff

PUBLIC PARTICIPATION IN BOARD MEETINGS – Anyone may address any resolution for final consideration the agenda. Public comment on any other items on the agenda shall be at the discretion of the President. To ensure equal opportunity for the public to comment, the President may impose a time limit on each speaker. Questions must be directed to the President.

Under no circumstance shall any person be allowed to address the Board on matters in which the District or a District official is a litigant. Citizens are requested to address the board with decorum.

7. Approval of the Minutes

November 13, 2017 (Regular Meeting)

8. Financial Report

October Financial Report

o Total expenditures \$112,263.23

■ BIAS \$34,292.55 # 532 to 560

BIAS Payroll/Benefits \$33962.90 EFT's

Pierce County Claim \$44,007.78 Check # 1406226 & #1407906

Petty CashCash

o Total Revenue \$122,253.16

BIAS: \$5,650.37
 Zoo Trek \$14,750.05
 Property Tax \$100,050.85
 Investment \$1,349.41
 Timber Excise \$75.87
 Sale of Tax Title Property \$376.61

9. Staff Report (see attached covered in study session)

10. Board Committee and Advisory Council Reports

- Land and Improvements Committee (Commissioner Robison)
- Key Peninsula Park and Recreation Foundation Report
- Trail update (Commissioner Michel)
- Recreation Committee (Commissioner Kelly)

11. Board Presidents Report

12. Unfinished Business

- Taylor Bay Property
- Gateway Caretaker Agreement
- Accepting real property (Fredrick) from Great Peninsula Conservancy (GPC)

13. New Business

- Resolution R2017-09 Updates to Employee Handbook
- Nominations for 2018 Commissioner positions as per By-laws
- Facility Rental Fees

14. Other minor matters

- 15. Good of Order/Comments by Board Members
- 16. Next Meeting January 8, 2018, 7:30 PM
- 17. Adjournment

Executive Director Report December 11, 2017

Gateway Park

- Staff working to put in split rail fence near trail head
- Staff will be installing 650ft; 5ft tall; 2 X 4 wire fence with top rail
- Spoke to sign representative regarding electronic and it may be a challenge to accomplish.
- Staff observed 4 fish by bridge trying to spawn below beaver dam
- Pavilion
 - Still waiting on brackets and will start construction once they arrive.
- o TPU Update
 - Approved by Pierce County working on finalizing.
- Splash pad
 - RFP for splash pad A & E was sent out and we received 3 responses back. Due to scoring criteria issue, legal counsel recommend that we start process over.
- Caretaker
 - On Agenda for action

Manke Properties

- Will be having wetlands delineated and then topographical survey so can have base mapping done for future Gateway expansion possibilities.
- Will be having invasive species brush mowed, as part of our management plan for property.

360 Trails

Will be working on maintenance road access from Gateway Park.

Volunteer Park

Transfer Station Property

Disc golf

Concession Stand

 The septic system as-builts requirements that were needed to allow the concession stand to operate year-round have been submitted to Health Department.

Equipment

- Will be looking to surplus 1998 Blazer that was donated by Penlight. It needs roughly \$1000 in repairs for various items.
- Looking at surplus trucks on Federal sites for possible future purchase.

KPLL

Taking registrations for 2018 season

Rocky Creek

Was tagged 3 times in 2 weeks at trail head area. Will need to replace sign as it has number
of bullet holes.

Maple Hollow

Taylor Bay Property

- Based upon further inspections property has approximately \$3000-\$4000 in repairs:
 - Electrical \$1000
 - Plumbing \$1000
 - o Roof, Windows, misc. \$1000-2000
 - Septic will be determined as that is responsibility of owner to pump and report.
 - Well was constructed in 1993; located in front yard; do not believe it needs any repairs

Minter Creek Property

Key Central Forest

- Engineer has provided concept for parking area.
- Stolen truck from Tacoma was left inside by DNR gate

Horseshoe Lake

• Kitsap county denied Washington State High School use of the park for April 21/22, 2018

Key Pen Parks Grant Program

Trails

State RCO Grants

Training Opportunities for staff and commissioners Staff

- Accepting applications for one full time maintenance assistance. Start in January
- Accepting applications for seasonal maintenance staff. Start in February/March.

Budget/Financial

Web Site

Park Foundation

Other

- Policies to review this year:
 - o Commissioner By-Laws
 - o Purchasing
 - o Travel

Maintenance staff report for November 2017

Taylor Bay

Checking shoreline for debris and erosion.

Home Park

- Clean restroom, remove garbage, blowing of leaves and checking of play equipment.
- Constant removal of people's home garbage filling garbage cans and more.

Maple Hollow

- Maintaining restroom and garbage.
- Checking & clearing trails of debris.
- Vault toilet tank pumped.

Volunteer Park

- Mowing of fields.
- Blowing of parking lots and common areas for leaf removal.
- Septic system pumped and drain field located.
- Winterizing of irrigation system.

Rocky Creek

- Trail maintenance and mowing of trail head.
- Removal of dumped garbage.
- Graffiti removal on three occasions.

Minter Creek

• Checked for garbage or misuse.

360 Trails/ Gateway

- Checked trails and roadway for branches and debris.
- Trail maintenance continuing and mowing.
- Courtland continuing on new trails and maintenance.
- Clean up of property and buildings.
- Mulch installed around plantings.

Equipment

- Maintenance on trucks and trailers.
- Maintenance on mowers and gas powered equipment.

480 Forest

• Checking for misuse.

Event Coordinator/Office Support Report

Breakfast with Santa: This event happened on December 2, 2017, at the Key Peninsula Fire Station. Key Peninsula Fire District 16 firefighters cooked a pancake and ham breakfast that was served at 8:30, 9:30, and 10:30 a.m. Ticket sales were a bit sluggish this year in the beginning, but picked up a little before the day of the event. We did not have an ad ready for the school flyer this year, so it was not advertised there. We did have flyers out, and an ad in the KP News, as well as our Facebook posts. We had 132 attendees this year. Cinde Gillespie of Cinde's Best Trees in Gig Harbor, donated the Christmas tree again this year, and Turnbull Evergreens donated the wreaths. Our volunteer photographer was Ashleigh Martin. Jeff Barnaby helped set up tables, chairs, paper the tables, set out centerpieces, and helped decorate. Laura Armstrong and Marilyn Hartley took care of sign ins and payment for walk ins, as well as the tree and wreath raffle. Jerry Hartley oversaw the Letters to Santa table. Tracey & Chad Oliveira took charge of the crafts at the library. Holly Verret (Girl Scout Leader) brought her daughter Amanda and 3 other Girl Scouts to seat people and bus tables. Sami and Scott were at the butter/fruit/syrup table, and Matt took care of beverages. Jade Haskins from KP Youth Council was the elf this year, Aiden Caskin took names and emails for the photos, Nathaniel Griffin helped in the craft room, and Bobbi Worden oversaw music and helped to bus tables. I filled in where needed. Overall, it was a very nice event.

Looking ahead

We Love our Volunteers Night Feb 2018 (date to be determined)
Pet Easter Treat Hunt March 24th, 2018

Online and website activity

• I have been posting upcoming events on our Facebook and Key Pen Parks web pages.

KEY PENINSULA METROPOLITAN PARK DISTRICT

D.b.a. KEY PEN PARKS

P.O. Box 70, Lakebay, WA. 98349 253-884-9240 and answers@keypenparks.com Board Meeting Minutes Monday November 13, 2017

The regular meeting was preceded by a 6:30 PM study session. Executive Director Gallacher went over staff reports and talked about Gateway Park construction updates.

The public meeting was called to order at 7:30 PM in the Volunteer Park office by President Robison.

Commissioners Present: Mark Michel, John Kelly, Kip Clinton, Ed Robison, and Shawn Jensen. Staff present for Key Pen Parks: Executive Director Scott Gallacher and Event Coordinator/Office Support Veronica Grandt.

Citizens present: Stan Moffett and Bob Green.

Pledge of Allegiance: Recited.

- **1. Approval of Agenda:** <u>President Robison asked if there were any additions or corrections to the agenda, hearing none; the agenda was approved as submitted.</u>
- 2. Special Presentations: None.
- **3. Citizens Comments:** Stan Moffett asked about the Gateway Park pavilion construction timeline. Executive Director Gallacher said that he is awaiting completion of custom beam brackets and there is no build date as of yet.
- **4. Approval of Minutes:** <u>President Robison asked if there were any objections or corrections to the</u> September 9, 2017 meeting minutes; hearing none, the meeting minutes were approved as submitted.
- **5. Financial Report:** The October 2017 BIAS Financial balance was \$2,008,964.26. The Zoo Trek October deposit was \$14,393.12. Total 2017 Zoo Trek collections to date were \$122,240.96 total 2017 Real and Personal Property Tax collections to date were \$589,877.28. BIAS Expenditures for October 2017 were \$117,409.20. There was a cursory discussion of the 2017 Budget; Key Pen Parks is about on budget. President Robison asked if there were any corrections or objections to the October financial report, hearing none, the financials were accepted as submitted. Commissioner Clinton requested that the capital fund balance be added to the meeting agenda.
- **6. Staff Report**: Covered in study session.
- 7. Board Committee and Advisory Council Reports:
- **a. Land and Improvement Committee (Commissioner Robison):** Commissioner Robison said that there is a delay in getting the custom structural brackets for the pavilion at Gateway Park, and that there is extra space by the existing playground to possibly add more playground equipment. The design plans for the parking lot at Key Central Forest (480 Trails) are coming along. Taylor Bay parcel acquisition through a Pierce County Conservation Futures grant has been approved by the Pierce County Council is approved and funded in the 2018 Pierce County Budget.
- **b. Key Peninsula Park and Recreation Foundation Report:** Executive Director Gallacher stated that the Key Pen Parks Foundation will meet on Tuesday, November 14th at 4:00 p.m. Bob Green stated that the Key Pen Parks Foundation received a grant from the Tremaine Foundation for \$5,000 and a donation from the Olinger's in the amount of \$500, putting the donation total since the opening of Gateway Park at \$6,700.00.
- **c. Trail Updates (Commissioner Michel):** Commissioner Michel stated that since the last board meeting he has been trying to secure a meeting with Clint Peterson to discuss equestrian matters.
- **d. Recreation Committee (Commissioner Kelly):** Commissioner Kelly asked the board to consider other possible uses for the Gateway Park caretaker house, such as having a recreation program for kids there. Possibly get a volunteer build, and donated resources to make the building useful for recreation.

- **8. Board Presidents Report:** President Robison discussed a few options for levies and bonds because Key Pen Parks is at its maximal amount and is now limited to a 1% levy revenue increase per year; stay at the 1% set max amount of money asked for without voting, ask the voters for a levy lift, or float a bond one of two ways. One way is to float off projected tax base, or capital bond request, by way of people's votes. President Robison would like the board to look at overall vision for Key Pen Parks properties which will be addressed by the 2018 revision of the Key Pen Parks Comprehensive Park System Plan. He suggested a Capital Plan for the whole park district that could have project listed 10 to 15 years out.
- **9.** Unfinished Business/Gateway Park Update: Executive Director Gallacher stated that things were moving forward and that BPCI is done with their punch list. Maintenance will spread bark out around the newly planted trees. He also stated that there is a delay in getting the brackets for the pavilion. He also stated that he would be issuing an RFR for Gateway Park Phase III (the splash pad)
- **10. Unfinished Business/Updating Employee Handbook:** Executive Director Gallacher stated that there are some items that need to be updated. He would like to have all corrections/updates/ finished for the December meeting.
- **11. Unfinished Business/Taylor Bay Property:** President Robison stated that Key Pen Parks is moving ahead with the acquisition of an infill parcel, which has been approved for funding in early 2018.
- **12. 2018 Budget Hearing as per RCW 84.55.120:** The second budget hearing for the 2018 Budget started at 8:14 p.m. and ended at 8:22 p.m.
- 13. New Business/Resolution R2017-06 Adopting the regular property tax levy for collection in calendar year 2018: Commissioner Clinton made a motion to "approve the adoption of R2017-06". Commissioner Jensen seconded. The motion was passed 4/0.
- **14.** New Business/Resolution R2017-07 Adopting the 2018 annual budget at fund level for calendar year 2018: Commissioner Clinton made a motion to "adopt Resolution R2017-07". Commissioner Kelly seconded. The motion passed 4/0.
- **15.** New Business/Resolution R2017-08 Amending 2017 Budget: Commissioner Kelly made a motion to "adopt Resolution R2017-08". Commissioner Jensen seconded. The motion passed 4/0.
- **16. New Business/Gateway Caretaker Agreement:** Executive Director Gallacher discussed rental cost and duties for a new caretaker.
- 17. New Business/Accepting real property (Fredrick) from Great Peninsula Conservancy(GPC): This is a 10 acre land-locked parcel of property adjacent to the northwest corner of the Rocky Creek Conservation Area, which the Great Peninsula Conservancy would like to purchase, then transfer to Key Pen Parks. Commissioner Michel made a motion to "Authorize Executive Director Gallacher to continue negotiations with the Greater Peninsula Conservancy for the acquisition of the property as a nonmonetary transaction". Commissioner Kelly seconded. The motion passed 4/0.
- 18. Other minor matters: None.
- **19.** Commissioners Comments/Good of the Order: The commissioners congratulated Commissioner Kip Clinton on her re-election to the Key Pen Parks Board.
- **20. Meeting Adjourned:** The public meeting of November 13, 2017, was adjourned at 8:46 PM. The December meeting will be held at 7:30 PM on December 11, 2017 at the Volunteer Park Office and may be preceded by a 7:00 PM study session. Key Pen Parks reserves the fourth Monday of each month for special topic meetings should any be needed. Should any regular meeting date fall on a public holiday, the substitute date is the Tuesday following the regular meeting date.

Respectfully submitted by Veronica Grandt, Event Coordinator/Office Support and Commissioner Kip Clinton.

Disclaimer: Key Pen Park's minutes are not official until approved by the Board of Commissioners. There may be errors in the unofficial minutes which are brought to the Office Support/Event Coordinator's attention and corrected at the time the Board addresses and approves the minutes.

BIAS Expenditures

Key Peninsula Metro Parks District

Time: 13:29:52 Date: 12/05/2017

MCAG #: 1690 11/01/2017 To: 11/30/2017 Page: 1

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Voucher	r Claimant	Trans	Date	Type	Acct#	Amount	Memo
171104001	American Disposal Company	948	11/08/2017	Claims	5	284.57	Trash Pickup Service For Gateway Park And Volunteer Park
171104002	Armstrong Laura Lee	949	11/08/2017	Claims	5	68.20	Mileage For October 2017
	Capital Lumber	950	11/08/2017	Claims	5		Items For Gateway Park Phase 1, Items For All Hallows Event, Fence Repair At Volunteer Park, Maintanence Supplies.
171104004	Conan Fuel	951	11/08/2017	Claims	5	106.18	Fuel For Holding Tanks At Gateway Park
171104005	D M B Enterprises Don Bennett	952	11/08/2017	Claims	5	3,237.00	
171104006	Kitsap County Park and Rec	953	11/08/2017	Claims	5	1,950.46	Contract For Horseshoe Lake (garbage Bags, Handwash, Gloves, Papertowels)
171104007	Landloardsolutions, INC	954	11/08/2017	Claims	5	53.95	Reference Check For Possible Gateway Park Caretaker.
171104008	Landscape Architect P.S.	955	11/08/2017	Claims	5	7,813.89	Gateway Park Phase 1 Project
	PCRCD, LLC	956	11/08/2017	Claims	5	42.93	Trash Taken To Purdy Waste Station
	Tacoma Screw Products	957	11/08/2017	Claims	5	151.14	Maintenance Supplies Used At Gateway Park.
171104011	United Rentals	958	11/08/2017	Claims	5	274.70	Attachmnet For Hedge Trimmer
171104012	Verizon Wireless	959	11/08/2017	Claims	5	178.38	Cell Phone Service Fees
171104013	Wave Broadband	960	11/08/2017	Claims	5	225.49	Phone And Internet Service
171106001	Brady Trucking Co	969	11/15/2017	Claims	5	2,211.95	Bark For Gateway Park Phase 1 Project
	Sarco Supply	970	11/15/2017	Claims	5	177.17	Cleaning Supplies
171106003	US Bank	971	11/15/2017	Claims	5	3,165.84	Water Test, Fuel, Postage, Gateway Park Phase 1, Items For All Hallows Event And Breakfast With Santa Event, Cleaning Supplies, And Items To Fix Fence At VP.
171106004	Washington Water Service Company	972	11/15/2017	Claims	5	118.52	Water Services At Gateway Park
171109001	4 Sight Septic, Inc	993	11/28/2017	Claims	5	598.85	Camera Work To Locate And Inspection Of Drainfield At Volunteer Park
171109002	ACF West, Inc	994	11/28/2017	Claims	5	3,691.17	BodPave85 For Gateway Phase 1 Project
171109003	Express Septic Service	995	11/28/2017	Claims	5	1,185.29	Septic Pumping For Volunteer Park And Maple Hallow
171109004	GHPA Chamber of Commerce	996	11/28/2017	Claims	5	325.00	1/3 Ad
171109005	H.D. Fowler	997	11/28/2017	Claims	5	283.52	12" Fiberglass Lid With No Holes PiP Pipe; Drainfield Fabric For Gateway Phase 1 Project
171109006	HALLOCK CHRISTINA M.	998	11/28/2017	Claims	5	500.80	Contracted Work For 360 Trails Map And Graphic Work
171109007	Hemley's Handy Kans	999	11/28/2017	Claims	5	77.50	Rental Of Portable Toilet For Gateway/360 Park
171109008	Key Peninsula Business Association	1000	11/28/2017	Claims	5	500.00	2018 Annual Membership
171109009	Mission Creek Corrections	1001	11/28/2017	Claims	5	288.50	Contracted Work At Gateway Park.
171109010	Peninsula Light Company	1002	11/28/2017	Claims	5	283.10	Electric Service Fees
	R & R Construction, Inc	1003	11/28/2017	Claims	5	1,438.27	Retainage From Invoices 7913 And 8020 For Gateway Park Phase 1 Project
171109012	United Rentals	1004	11/28/2017	Claims	5	226.06	Rental Of Compressor For Field Irrigation System.
			Total Checks			34.0	292.55

Total Checks: 34,292.55

BIAS Payroll Expenditure Time:

Key Peninsula Metro Parks District MCAG #: 1690

11/01/2017 To: 11/30/2017

13:36:12 Date: 12/05/2017

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Voucher Claimant	Trans	Date	Type	Acct#	Amount	Memo
EFT Healthnet	1039	11/03/2017	Payroll	2	3,165.09	Pay Cycle(s) 10/25/2017 To 11/10/2017 - Healthnet
EFT United Concordia	1040	11/03/2017	Payroll	2	349.00	Pay Cycle(s) 10/25/2017 To 11/10/2017 - United Concordia (2)
EFT VSP	1041	11/03/2017	Payroll	2	41.90	Pay Cycle(s) 10/25/2017 To 11/10/2017 - VSP
EFT Armstrong Laura Lee	927	11/09/2017	Payroll	2	1,515.01	10-16-2017 to 10-31-2017
EFT Benefiel Jeffrey A	928	11/09/2017	Payroll	2	983.13	10-16-2017 to 10-31-2017
EFT Capwell Courtland J	929	11/09/2017	Payroll	2	72.56	10-16-2017 to 10-31-2017
EFT Gallacher Scott A	930	11/09/2017	Payroll	2	2,676.29	10-16-2017 to 10-31-2017
EFT Grandt Veronica L	931	11/09/2017	Payroll	2	1,205.95	10-16-2017 to 10-31-2017
EFT Rosenthal Matthew J	932	11/09/2017	Payroll	2	912.88	10-16-2017 to 10-31-2017
EFT Vannausdle Edward G	933	11/09/2017	Payroll	2	1,171.98	10-16-2017 to 10-31-2017
EFT Woodward Matthew M	934	11/09/2017	Payroll	2	1,706.46	10-16-2017 to 10-31-2017
EFT EFTPS	963	11/13/2017	Payroll	2	3,198.96	941 Deposit for Pay Cycle(s) 11/09/2017 - 11/09/2017
EFT WA State Department of	964	11/13/2017	Payroll	2	5,035.39	Pay Cycle(s) 10/25/2017 To
Retiremen						11/09/2017 - PERS2; Pay Cycle(s) 10/25/2017 To 11/09/2017 - PERS3
EFT EFTPS	1038	11/24/2017	Payroll	2	2,710.21	941 Deposit for Pay Cycle(s) 11/25/2017 - 11/25/2017
EFT Armstrong Laura Lee	979	11/25/2017	Payroll	2	1,430.45	11-1-2017 to 11-15-2017
EFT Benefiel Jeffrey A	980	11/25/2017	Payroll	2	545.79	11-1-2017 to 11-15-2017
EFT Capwell Courtland J	981	11/25/2017	Payroll	2	262.59	11-1-2017 to 11-15-2017
EFT Clinton Mary C	982	11/25/2017	Payroll	2	105.28	11-1-2017 to 11-15-2017
EFT Gallacher Scott A	983	11/25/2017	Payroll	2	2,646.60	11-1-2017 to 11-15-2017
EFT Grandt Veronica L	984	11/25/2017	Payroll	2	1,061.31	11-1-2017 to 11-15-2017
EFT Jensen Shawn A	985	11/25/2017	Payroll	2	105.28	11-1-2017 to 11-15-2017
EFT Kelly John P	986	11/25/2017	Payroll	2	105.28	11-1-2017 to 11-15-2017
EFT Vannausdle Edward G	987	11/25/2017	Payroll	2	926.50	11-1-2017 to 11-15-2017
EFT Woodward Matthew M	988	11/25/2017	Payroll	2	1,680.01	11-1-2017 to 11-15-2017
EFT United Concordia	1042	11/30/2017	Payroll	2	349.00	
						12/11/2017 - United Concordia (2)
		Total Checks	s:		33,9	062.90

Pierce County Expenditures Time:

Key Peninsula Metro Parks District MCAG #: 1690

11/01/2017 To: 11/30/2017

13:29:11 Date: 12/05/2017

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Voucher Claimant	Trans	Date	Туре	Acct#	Amount	Memo
171108001 Sumner Lawn N Saw	992	11/17/2017	Claims	3	17,939.08	Purchase Of Mower And Attachments
171107001 R & R Construction, Inc	991	11/27/2017	Claims	3	26,068.70	Gateway Park Phase 1 Project
		Total Checks	s:		44,0	007.78

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Key Peninsula Metro Parks District MCAG #: 1690

CAG #: 1690 11/01/2017 To: 11/30/2017

Time: 13:32:19 Da

Date: 12/05/2017

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Trans	Date	Type	Rec#	CR#	Acct#	Claimant	Amount	Memo
935	11/03/2017	Tr Rec	488	388	1	The Snack Shack	260.00	Rent For Concession Building
965	11/13/2017	Tr Rec	493	389	1	General Customer		2 Participants For Santa
								Breakfast (Renz)
966	11/13/2017	Tr Rec	494	390	1	General Customer	20.60	4 Participants For Santa
								Breakfast (Lantz)
967	11/13/2017	Tr Rec	495	391	1	General Customer	25.75	5 Participants For Santa
								Breakfast (Strong)
968	11/13/2017	Tr Rec	496	392	1	Tacoma-Pierce County Health I	5,000.00	Received For 2017 Healthy
								Youth Grant (construction Of
								Pump Track)
1005	11/30/2017	Tr Rec	497	393	1	General Customer	25.75	5 For Santa Breakfast (Toole)
1006	11/30/2017	Tr Rec	498	394	1	General Customer	15.45	3 For Santa Breakfast (Fowler)
1007	11/30/2017	Tr Rec	499	395	1	General Customer	25.75	5 For Santa Breakfast (Wunsch)
1008	11/30/2017	Tr Rec	500	396	1	General Customer		7 For Santa Breakfast (Hubbell)
1009	11/30/2017	Tr Rec	501	397	1	General Customer		5 For Santa Breakfast (Bell)
1010	11/30/2017	Tr Rec	502	398	1	General Customer		4 For Santa Breakfast (Jensen)
1011	11/30/2017	Tr Rec	503	399	1	General Customer		5 For Santa Breakfast (Ritter)
1012	11/30/2017	Tr Rec	504	400	1	General Customer	20.60	4 For Santa Breakfast
								(Ehrenheim)
1013	11/30/2017	Tr Rec	505	401	1	General Customer		3 For Santa Breakfast (Kelly)
1014	11/30/2017	Tr Rec	506	402	1	General Customer		5 For Santa Breakfast (Barnes)
1015	11/30/2017	Tr Rec	507	403	1	General Customer	24.72	5 For Santa Breakfast (Wallace)
								Owes 1\$
1016	11/30/2017	Tr Rec	508	404	1	General Customer	25.75	5 For Santa Breakfast (Mertens)
1017	11/30/2017	Tr Rec	509	405	1	General Customer		3 For Santa Breakfast (Welch)
1018	11/30/2017	Tr Rec	510	406	1	General Customer		4 For Santa Breakfast (Sanchez)
1019	11/30/2017	Tr Rec	511	407	1	General Customer	10.30	2 For Santa Breakfast (Sparks)
		3	340 Park	Fees			379.60	
		3	60 Long	Terms			5,270.77	
		001 Ge	neral Fur	nd			5,650.37	

5,650.37

TIETE LOUNTY RECEIPT REGISTER

Key Peninsula Metro Parks District

MCAG #: 1690

11/01/2017 To: 11/30/2017

Time: 13:32:56 Date

Date: 12/05/2017

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Trans	Date	Type	Rec#	CR#	Acct#	Claimant	Amount	Memo
1031	11/29/2017	Tr Rec	517		3	Pierce County Budget and Fina:	100,050.85	Property Tax \$97294.56 And Delinquent Tax Of \$2756.29
1032 1033 1034 1035	11/29/2017 11/29/2017 11/29/2017 11/29/2017	Tr Rec Tr Rec Tr Rec Tr Rec	518 519 520 521		3	Pierce County Budget and Fina: Pierce County Budget and Fina: Pierce County Budget and Fina: Pierce County Budget and Fina:	14,750.05 376.61 75.87 1,349.41	Zoo Trek
			310 Taxes 360 Long eneral Fur	Terms		-	115,253.38 1,349.41 116,602.79	

116,602.79

AGREEMENT FOR CARETAKER SERVICES

January 1, 2018 to December 31, 2018

THIS AGREEMENT is made and entered into this 11th day of December 2017, by and between KEY PENINSULA METROPOLITAIN PARK DISTRICT, a municipal corporation, herein referred to as "Key Pen Parks," and Bryan and Sarah Hacker, an individual independent contractor herein referred to as "Contractor."

WITNESSETH:

WHEREAS, Key Pen Parks is a municipal corporation engaged in the area of parks and recreation; and

WHEREAS, Contractor is an individual who has knowledge and is qualified to perform services as a caretaker and is capable of providing such services to Key Pen Parks; and

WHEREAS, the parties hereto being desirous of having certain services available from each other; NOW, THEREFORE,

For and in consideration of the mutual promises and agreements hereinafter set forth, the parties agree as follows:

1. SERVICES. Commencing January 1, 2018 Contractor agrees to perform the following services and related work as necessary and under the terms and conditions as hereinafter set forth.

See attached Scope of Work, which is incorporated herein as EXHIBIT A.

- 2. COMPENSATION. Key Pen Parks agrees to compensate Contractor for services rendered by providing the private areas defined as the residence (excluding workroom between breezeway and attached garage), mowed lawn area, and paved parking area adjacent to the residence, herein after known as the Premises (see Exhibit C), located in Key Peninsula Gateway Park more particularly described as 10215 SR 302, Gig Harbor, Washington 98329, in lieu of full rent payment pursuant to the Lease Agreement entered into between the parties which is attached hereto as EXHIBIT B. For purposes of this agreement the value of the leasehold interest is agreed to be two thousand dollars (\$2000.00) per month. Contractor shall pay one thousand two hundred dollars (\$1200.00) for rental per month for the Premises, and shall keep the same in current status. Key Pen Parks will provide electric up to four hundred dollars (\$400) per month and water. Contractor is to furnish and install a separate telephone/cable line, and trash pickup, for personal use.
- 3. EQUIPMENT/TOOLS. From time to time Key Pen Parks may provide the use of certain tools and/or equipment, supplies and materials for Contractor's use. It shall be the sole responsibility of the Contractor to maintain and protect from damage or theft any equipment,

supplies or materials provided by Key Pen Parks or authorized third parties. Contractor will report in writing any equipment damage (i.e. broken belts or physical damage) within 24 hours to Executive Director, Maintenance Supervisor or their designee.

- 4. EMPLOYMENT OF THIRD PARTIES. Key Pen Parks is contracting for the services of the Contractor, and as such the Contractor shall not subcontract or employ other persons to perform the caretaking services without the specific written authorization of Key Pen Parks.
- 5. INDEPENDENT CONTRACTOR. This agreement is not intended in any fashion to create the relationship of employer-employee with respect to Key Pen Parks and Contractor. Neither Contractor nor any person residing with Contractor is to be considered at any time an employee of Key Pen Parks. Neither party to this Agreement is the agent of the other and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided.
- 6. EMPLOYEE BENEFITS/WITHHOLDING. Contractor agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise shall pay all other government-imposed fees or charges with respect to the business of Contractor. Contractor shall be solely responsible for all of his own benefits including, but not limited to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as he may wish to acquire for him/herself.
- 7. RECORDS. Contractor shall keep such books and records as are necessary for general reporting and business purposes and shall provide copies to Key Pen Parks upon request. It shall also be the Contractor's sole responsibility to keep all books and records required by law for the reporting of wages and hours. Contractor shall provide copies of such books and records to Key Pen Parks upon request.
- 8. TERMINATION. Either party may terminate this Agreement by giving at least 30 days written notice of intent to terminate. Upon the termination of this Agreement for any reason, Contractor agrees to remove all tools, equipment, furniture, personal property, and other materials owned by Contractor from the leased premises and Contractor further agrees to deliver and return to Key Pen Parks any and all equipment and materials belonging to Key Pen Parks in the custody or control of Contractor.
- 9. LITIGATION. In the event of any litigation involving the rights or obligations of Key Pen Parks or Contractor hereunder, the prevailing party in such litigation shall be entitled to receive from the other such reasonable attorney's fees and all costs as the court may award.
- 10. INTERPRETATION. This Agreement shall be governed by the laws of the State of Washington. There are no other or further agreements between the parties hereto except as set forth herein, or as specifically attached to this Agreement and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above first written.

	KEY PEN PARKS
ATTEST:	ED ROBISON, Board President 2017
KIP CLINTON, Board Clerk 2017	
	Contractor:
	ByBryan Hacker
	By Sarah Hacker

EXHIBIT A

Addendum to Agreement

SCOPE OF WORK

Contract Title: Caretaker

Designated Location: Gateway Park

Contract Purpose: Provide general maintenance and security duties related to Gateway Park

Reporting Relationships: Reports to the Executive Director, Maintenance Supervisor and/or their designee.

Scope of Work:

1. Opens and closes Gateway Park gates on a daily basis.

- 2. Check trash cans and park restroom on weekends and holidays at Gateway Park when staff are not scheduled to work.
- 3. Maintains residence in a neat and tidy manner at all times.
- 4. Performs the following maintenance duties:
 - Mow yard
 - Weed, prune, trim, and maintain shrubs and beds that abut house.
 - Clean gutters on first story of house.
 - Clean air handler filter on a monthly basis.
- 5. Report all facility repair needs to Parks Maintenance Supervisor in writing.
- 6. Report any and all suspicious activities to Key Pen Parks and/or Pierce County Sheriff Department.
- 7. Meet and provide access to user groups/rentals as scheduled by Key Pen Parks and secure property after each use.
- 8. These duties may be changed or modified based upon the needs of Key Pen Parks and are intended to provide a sample of what is expected.

Special Items, Requirements, and Compensation:

- 1. Must live on park property in housing leased to Caretaker by Key Pen Parks.
- 2. The refrigerator and microwave oven in the residence are provided by Key Pen Parks, but will not be replaced if broken. Key Pen Parks will provide use of steamer to remove wall paper, if desired and pay for paint and supplies.

- 3. A Rental Housing credit of eight hundred dollars (\$800.00) is provided to Caretaker in lieu of monetary compensation for services rendered.
- 4. Key Pen Parks will pay/provide electric up to four hundred dollars (\$400) per month and water. If electrical bill is greater than four hundred dollars (\$400), Key Pen Parks will invoice the Caretaker the balance exceeding four hundred dollars (\$400) the following month. Caretaker is to furnish all other personal utilities (garbage, cable, and phone). Caretaker shall install a separate telephone line for personal use at their own expense (cell phone is acceptable).
- 5. Caretaker shall notify Key Pen Parks Executive Director to arrange for any short term (24 hours or more) or extended leave of absence from residence and or/duties. Caretaker is to provide approved substitute individuals upon request for leave. Substitute must provide their own transportation at all times.
- 6. Key Pen Parks reserves the right to alter open and closing schedules and duties of similar nature within the scope of work, provided additional facilities are developed and or renovated at Gateway Park.
- 7. In lieu of fee for enclosed fenced area (as outlined on Exhibit C) for horse Caretaker will provide Key Pen Park's staff access to Wi-Fi.

EXHIBIT B

LEASE AGREEMENT

THIS AGREEMENT is entered into this 11th day of December, 2017, by and between KEY PENINSULA METROPOLITION PARK DISTRICT (dba Key Pen Parks), a municipal corporation, hereinafter designated the "Lessor", and Bryan and Sarah Hacker, hereinafter designated the "Lessee".

WITNESSETH:

Lessor does by these presents lease and demise unto Lessee the following described real estate and premises situate on the Key Peninsula, in County of Pierce, State of Washington, to wit:

The residence and appurtenances located in Key Peninsula Gateway Park, herein after called the Premises, with the address of 10215 SR 302, Gig Harbor, WA 98329 and Pierce County tax Parcels 0122164701 and 0122153701. The Premises explicitly leased to the Lessee are as follows: the residence, mowed lawn area, and paved parking area adjacent to the residence herein after known as the Premises (EXHIBIT C).

PROVIDED that this lease shall apply to the residence situated upon the subject property. Lessor reserves the right to use the outbuildings situated upon the property. Lessor shall have access to the driveway at all times.

The parties hereto mutually agree on the following terms and conditions governing said lease:

- 1. The term for said lease shall be for a period from January 1, 2018 to December 31, 2018 and then month to month.
- 2. The value of the leasehold interest is agreed to be TWO THOUSAND AND NO/100THS DOLLARS (\$2000.00) per month. The Lessor shall be compensated for this value in the following manner:

The Lessee(s), Bryan & Sarah Hacker, shall perform all regular and necessary duties as an independent contractor pursuant to the terms of a separate Contract for Caretaker Services between Key Pen Parks and Lessee, attached hereto as EXHIBIT A the value of which is eight hundred dollars (\$800.00) and will be credited towards the monthly rent. It is understood and agreed that the Lessee will not be obligated to pay Key Pen Parks the full monthly rental for the Premises in question for any month during which the Lessee has fully performed pursuant to the terms of this agreement.

3. All interior and exterior maintenance and up keep of the Premise, shall be performed by the Lessee. Lessor shall provide all exterior maintenance to structures and repairs to the physical plant and roof systems of the Premises. Lessee will prune during the growing season. Lessee shall provide all services identified within the scope of work within the Contract for Caretaker Services as needed. Lessee agrees that the Premises and all buildings within Key Peninsula Gateway Park are non-smoking facilities and agrees to not smoke or allow any visitors to smoke within said facilities.

- 4. Lessor and Lessor's agents and employees shall have the right to access to the Premises for the purposes of:
 - (a) Inspection;
 - (b) Maintenance, yard work, repairs, alterations or improvements;
 - (c) Display of the Premises to prospective or actual workers or contractors;

Whenever practical, Lessor shall give Lessee advance notice of Lessor's intent to enter the Premises. Lessor shall not alter the facility or residence in any way so as to make the residence uninhabitable by lessee.

5. USE/ASSIGNMENT OR SUB-LETTING: Lessee agrees that the Premises are to be used and occupied solely by those specific Residents who are listed herein consisting of residents: (first and last name, including all minors):

_Bryan Hacker	Sarah Hacker
Isaiah Hacker	Peyton Hacker
Avelyn Hacker	Reid Hacker
Up to 2 foster care children ages 0-10	

Lessee agrees that the Premises will be used as the residence for Lessee solely. Lessee agrees not to let or sublet the whole or any part of the Premises nor assign this lease or any interest therein. Lessee agrees not to operate any retail or service-oriented business within the residence or facility. Lessee shall comply fully with all municipal, county, and state codes, statutes, ordinances and regulations in which the Premises are located.

- 6. Lessee agrees that all personal property kept at the leased Premises by Lessee shall be at the risk of Lessee. Lessee further agrees not to hold Lessor liable in any manner or on account of any loss or damage sustained by action of fire, water, elements, theft, any third party or any other reason.
- 7. Lessee shall maintain casualty insurance coverage for Lessee's personal property located at the premises and shall maintain public liability insurance for injuries to persons or property in at least the amount of five hundred thousand dollars (\$500,000.00), shall name Lessor as additional insured and provide copy to Lessor. Lessor shall provide hazard insurance for the improvements situated on the lease premises and shall also provide separate public liability insurance.

Lessor shall pay the real estate taxes for the lease premises.

Lessee shall pay monthly rent in the amount of one thousand two hundred dollars (\$1200) to Key Pen Parks for the premise. Lessee shall furnish all other utilities including, but not limited to garbage, cable, and phone. The Lessee shall install a separate telephone service to the residence for their personal use at their own expense (cell phone is acceptable). The payment of one thousand two hundred (\$1200) is due from the Lessee

by the 5^{th} day of each month. A late fee of \$50.00 (FIFTY DOLLARS) shall be assessed if payment is not received by the due date.

- 8. Lessee will be deemed in default of this contract should Lessee fail to perform on any of the conditions herein contained, or in the Contract for Caretaker Services: it shall then be lawful for the Lessor to enter said Premises and remove all unauthorized persons and property therefrom.
- 9. This lease agreement may be terminated prior to the end of the lease term by Lessee giving thirty (30) days' written notice to Lessor. This lease shall automatically terminate in the event the Lessee ceases to occupy the subject premises for any reason for a period of thirty (30) consecutive days. Upon the expiration or early termination of this lease, the Lessee will quit and surrender the premises in as good state and condition as they were at the commencement of the lease term (ordinary wear excepted).
 - Lessor may terminate the tenancy, without reason, by delivering to Lessee written notice at least twenty (20) days prior to the end of the initial lease term, or any subsequent term. In addition, Lessor may give the following notices as circumstances may warrant:
 - o Ten (10) Day Notice to comply with any of the terms of this Agreement or vacate the Premises.
 - o Three (3) Day Notice, after a "Contractor Obligations In Lieu of Rent" default or default in the payment of rent, to pay the rent in full or vacate the Premises.
 - Three (3) Day Notice to Vacate the Premises for committing a waste upon the Premises, setting up or carrying on any unlawful business, or permitting or maintaining a nuisance on or about the Premises.
- 10. SMOKE DETECTION AND CARBON MONOXIDE DEVICES: It is the responsibility of Lessee to maintain all smoke and carbon monoxide detection devices, including replacement of any batteries. Lessee shall not tamper with, remove batteries, or otherwise disable any smoke and carbon monoxide detection devices. Lessee failing to comply can be fined up to two hundred (\$200.00) in accordance with RCW 43.44.110/WAC 212.10.050. Lessee's initials at the end of this paragraph indicate that all smoke and carbon monoxide detection devices in the premises are in proper working order as of the date of this Agreement _____.
- 11. WATER HEATER: PURSUANT TO RCW 19.27, the State of Washington requires that upon occupancy, the Temperature control in an accessible domestic hot water heater within a rental dwelling be set not higher than one hundred twenty (120) degrees Fahrenheit. Lessee acknowledges that, if accessible, Lessee has inspected the hot-water heater and to the best of Lessee's knowledge does not believe it to be set higher than one hundred twenty (120) degrees Fahrenheit.
- 12. MAINTENANCE: Lessee acknowledges that the Premises are in good order and repair, unless otherwise indicated on the Property Inspection Report. Lessee shall be responsible for damages caused by their negligence and that of their family, invitees and guests. Lessee shall not commit waste upon said Premises, or any nuisance or act that may disturb the quiet enjoyment of the surrounding area. Lessee shall maintain Premises in as good a condition as they were received, reasonable wear and tear excepted, and shall

return the same in as good a condition at the termination of the Lease Agreement. All keys issued to the Lessee at the time of occupancy, including the Premises, outbuildings, sheds, equipment, gates and any other facility key shall be returned at the termination of the Lease Agreement or Lessee shall be responsible for the charge of re-keying or replacing locks.

Any repairs made by the Lessee to the premises must receive prior written approval by Lessor and receipts for authorized expenses must be submitted to Lessor for reimbursement. Said costs MAY NOT be deducted from the rent. The Lessee understands that there will be no rent deductions, adjustments or compensation due to repairs or interruptions of service except as provided by law.

- LAWN & BEDS: Lessee shall irrigate, and maintain any surrounding grounds, including lawns, beds and shrubbery, and keep the same clear of rubbish or weeds if such grounds are part of the Premises. If lawn is not cut or weeds removed within ten (10) days after Lessee has been notified in writing that it needs to be done, Lessee agrees to reimburse Lessor for actual expenses of having the grounds cut and/or weeded.
- SYSTEMS: Lessee shall be responsible for any repairs to the Premises including plumbing system, electrical system, heating system, and the appliances if any foreign objects are placed in the systems (e.g., tampons, toys, food or hair, etc.), if the systems are neglected or misused, or if an unauthorized repair is attempted or performed. Lessee is responsible to ensure the pipes do not freeze in cold weather by wrapping all exposed plumbing each fall to prevent such freezing. Lessee shall be responsible for cleaning the gutters so water will not stand on roof or in gutters.
- INVENTORY: Any furnishing and equipment to be furnished by Lessor shall be set out in a special inventory that shall be signed by all parties and become part of this Agreement.
- FURNACE FILTERS: Lessee shall clean air handler filter monthly.
- DISPOSAL OF TRASH: Lessee shall properly dispose of all trash, rubbish or garbage and other wastes in a clean, safe and sanitary manner, at reasonable and regular intervals. No trash is to be left at the door, in the hallways or stairways, or left in bags in the garage or carport. This is a health/sanitary issue; Lessee shall assume all costs of extermination and fumigation for infestation caused by the Lessee.
- 13. LAST MONTH(s) RENT: Lessee will pay last month rent prior to that month. Lessor will allow six (6) equal payments of two hundred dollars (\$200) to be made over the first six (6) months for a total of one thousand two hundred dollars (\$1200).
- 14. SECURITY AND DAMAGE DEPOSIT: Lessee has deposited the sum of \$400.00 receipt of which is hereby acknowledged, which sum shall be deposited by Lessor in an account with First Citizens Bank, Gig Harbor Branch, whose address is 5101 Pt. Fosdick Dr., Gig Harbor, WA, 98335. All or a portion of such deposit may be retained by Lessor and a refund of any portion of such deposit is conditioned as follows:
 - Lessee fails to fully perform its obligations hereunder;
 - Lessee fails to clean and restore said residence and return the same to Lessor in its initial condition, except for reasonable wear and tear;

- Lessee fails to have remedied or repaired any damage to the premises caused by Lessee;
- Lessee fails to surrender to Lessor the keys to the premises and any other facility keys.
- Lessee fails to have paid all outstanding rent, returned check charges, late fees, utility charges, or other charges which may be owed by Lessee pursuant to this Agreement.
- Lessee shall clean and restore the premises to its condition at the commencement of this tenancy (less normal wear and tear) as evidenced by the Property Inspection Report signed by the Lessee prior to occupancy, which is incorporated herein by reference, less wear and tear from normal usage. Lessee agrees that soilage is not wear and tear from normal usage and further agrees to have carpets, drapes and blinds professionally cleaned and to provide a receipt for such to Lessor or request Lessor to do same at Lessee's expense, at termination of tenancy.
- Lessee understands that any cleaning by Lessor will be at the rate of thirty-five dollars (\$35) per hour and repairs will be at a rate of fifty-five dollars (\$55) per hour or the amount invoiced by such contracted company.

Any refund from security deposit, as by itemized statement shown to be due to Lessee, shall be returned to Lessee within 14 days after the termination of the tenancy and vacation of the premises. Lessor may apply the security deposit to the payment of any sums owing to Lessor in connection with this lease including, but not limited to, unpaid rent, tenant damage to the lease premises, (normal wear and tear resulting from ordinary use of the premises excepted), Lessor's attorney's fees and costs in enforcing this lease, and payment of any judgment obtained by Lessor in connection with the enforcement of this lease or the eviction of Lessee; provided that nothing herein shall be construed as requiring Lessor to apply the security deposit to payment of any such judgment.

15. NONREFUNDABLE COMPANION ANIMAL: Lessee will pay a non-refundable companion animal fee of one hundred fifty dollars (\$150.00) per companion animal for cleaning and this fee is in addition to the security and damage deposit for Premises. This fee covers only the companion animal and not the cleaning, damages and utility charges described herein. It is the Lessee's responsibility to clean-up and dispose of any companion animal excrement anywhere on the Premises. If companion animals are maintained on the Premises, whether or not authorized by this Agreement, Lessee assumes all costs of restoring Premises as a result of any companion animal on the Premises including but not limited to the costs to de-flea, fumigate, clean or replace floor coverings, and yard restoration.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

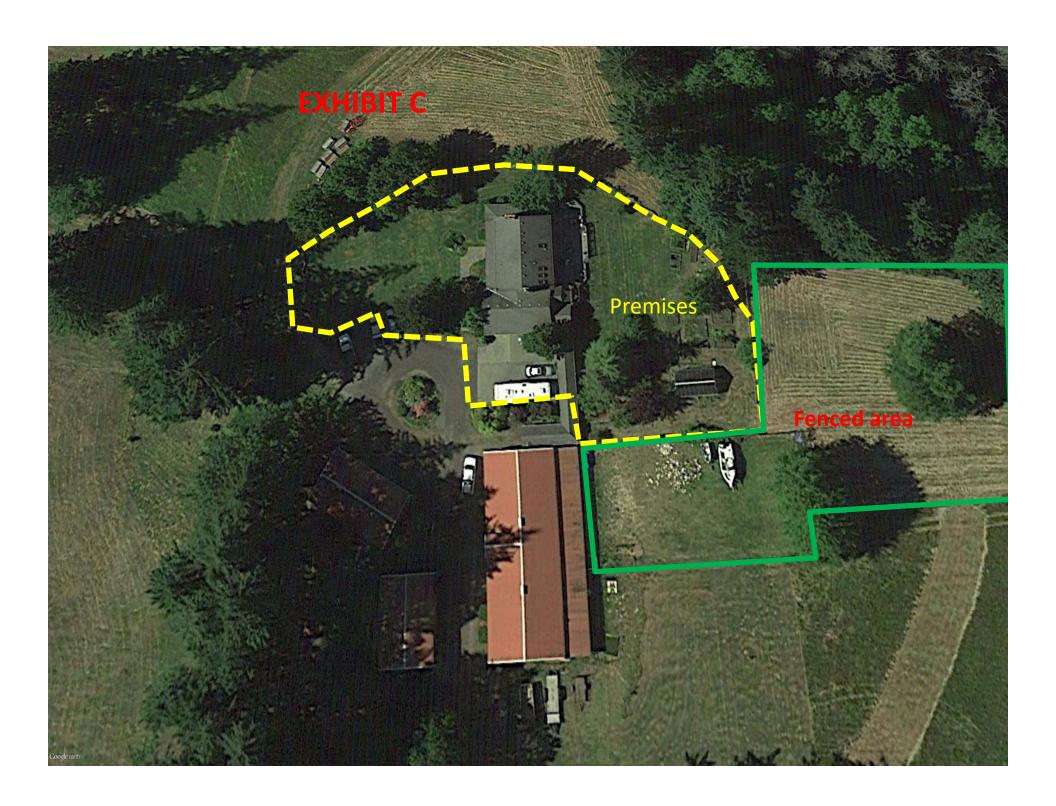
Lessee:

Bryan Hacker, Caretaker	•
Sarah Hacker, Caretaker	
KEY PENINSULA METROPOLI	ΓΙΑΝ PARK DISTRICT, Lessor
Ed Robison, Board President 2017	
ATTEST:	
D.	
By	
KIP CLINTON, Board Clerk 201	7

STATEMENT OF CONDITION AND CLEANLINESS AND EXISTING DAMAGE TO PREMISES AND FURNISHINGS December 2017

Lessee has inspected the Premises and acknowledges that they are in good condition at the commencement of this Agreement, except as otherwise indicated on the Property Inspection Report. The premises contain the following defects, damages, and physical conditions at the commencement of the tenant's occupancy, and its state of cleanliness is as follows:

1.	Walls:						
2.	Floors:						
3.	Countertops: Office book shelf has red bathroom	d paint, missing piece of pa	ink tile in master				
4.	Carpets:						
5.	Drapes: Provided in Family Room						
6.	Windows: Crack in Octagon Master b	edroom window					
7.	Doors:						
8.	Furniture:						
9.	Appliances: Refrigerator, Freezer and Convection Microwave Oven provided by Key Pen Parks will not be repaired or replaced by Key Pen Parks.						
10.	Plumbing, Heating, Electrical:						
11.	Yard, Plants, Shrubbery: wisteria plan	t on front porch of house of	over grown,				
12.	Other: Door to house pet scratches of throughout residence has tears (see phoracked in master bathroom, shower deck missing board (under 12 X12 parts).	otos), banister has wear ar loor missing handle in mas	nd tear, toilet lid ster bath, back				
KEY PEN I	PARKS, Lessor						
By	Date	Bryan Hacker, Lessee	Date				
	-	Sarah Hacker, Lessee	Date				



Key Peninsula Metropolitan Park District Dba Key Pen Parks



Resolution No R 2017-09

A RESOLUTION OF THE BOARD OF COMMISSIONER'S OF THE KEY PENINSULA METROPOLITAN PARK DISTRICT ADOPTING UPDATED EMPLOYEE HANDBOOK

Whereas, the Board of Park Commissioners of Key Pen Parks adopted an Employee Handbook policy via Resolution R2015-11; and

WHEREAS, the Key Peninsula Metropolitan Park District ("Key Pen Parks") desires to adopt an updated employee handbook;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF KEY PEN PARKS HEREBY RESOLVES AS FOLLOWS:

Section 1. Resolution Number R2015-11 is hereby repealed.

Attest:

Section 2. The employee handbook attached hereto as Exhibit 1 is hereby adopted.

PASSED AND ADOPTED by the Board of Park Commissioners for Key Pen Parks at a regular meeting held at Volunteer Park Annex this 11th day of December 2017.

	Key Pen Parks Board of Commissioners Pierce County, Washington
Edward Robison, President	Mark Michel, Vice President
Kip Clinton, Clerk	John Kelly, Member-at-Large
Shawn Jensen, Member-at-Large	

Key Peninsula Metropolitan Park District (DBA Key Pen Parks)

EMPLOYEE HANDBOOK

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Introduction

1. Welcome

Welcome to Key Peninsula Metropolitan Park District (dba Key Pen Parks). You have joined an agency that is committed to excellence in providing parks, recreation and special events for the Key Peninsula. Our emphasis on teamwork encourages cooperative decision-making among employees and management. Key Pen Parks actively seeks to create a positive environment in which every employee can realize his or her full potential.

2. Purpose of Employee Handbook

This Employee Handbook has been prepared as a guide and reference to acquaint you with the policies and procedures of Key Pen Parks. The policies and procedures described in this Employee Handbook are not conditions of employment and do not constitute a promise of specific treatment in specific situations. Key Pen Parks may, in its sole discretion, change, delete, suspend or discontinue any part or parts of the policies in this Employee Handbook at any time with or without prior notice or reason.

This Employee Handbook, and/or any of its policies do not constitute an employment contract or a guarantee of employment for any specific period of time.

After reviewing the manual, please sign the Receipt and Acknowledgment of Key Pen Parks' Employee Handbook form included at the end of this handbook confirming that you have received and understand the contents of the Key Pen Parks' Employee Handbook.

3. History/ Philosophy

Key Pen Parks was formed in May 2004 to provide locally governed parks and recreation facilities for the citizens of the Key Peninsula. It replaced the financially challenged 30-year-old Key Peninsula Parks and Recreation District.

As of 2015, Key Pen Parks manages 1232 acres of property ranging from open space to neighborhood parks to natural shoreline areas. Some of the amenities at the various properties include lighted baseball fields, skate park, half-court basketball, horseshoe pits, a disc golf course, picnic shelters, playgrounds, walking, biking, and equestrian trails, and access to salt water beaches. Key Pen Parks offers recreational programs for youth, adults, and special events. According to the State of Washington Office Financial Management Small Area Estimate Program, the estimated population of the Key Peninsula is 18,517 as of September 6, 2017.

Key Pen Parks currently employs approximately ten (10) team members. Key Pen Parks has an unrelenting commitment to excellence and the fair treatment of its employees and consumers.

4. Mission Statement

Key Pen Parks' mission statement is: "Preserve, Protect, & Play."

It is the **Key Pen Parks**' goal to do the following:

- To manage resources in an efficient and effective manner in the execution of Key Pen Parks' operations;
- To provide each employee with the training and support needed to grow professionally and personally;
- To adhere to the highest standards of honesty and ethical behavior toward consumers, employees, suppliers and the community.

Employment Policies

These employment policies shall apply to all Key Pen Parks' employees. They shall not apply to elected officials and independent contractors

1. Application Process/Hiring

Each applicant shall complete and sign Key Pen Parks' official application form prior to being considered for any position. Resumes may supplement, but not replace, Key Pen Parks' official application. Any applicant who is hired and found to have supplied false or misleading information is subject to immediate termination.

2. At-Will Employment

Employment at Key Pen Parks is at-will, which means that either you or Key Pen Parks may terminate the employment relationship at any time with or without a reason or notice. This at-will relationship can be modified only in writing signed by the President of the Board. The at-will relationship cannot be modified by any oral statements or promises, by anything in this Employee Handbook or in any other manuals or handbooks, or by any other materials except in writing signed by the President of the Board. Key Pen Parks' requests a two week notice, when leaving employment with Key Pen Parks.

3. Introductory Period

All new full time employees or newly promoted employees work on an introductory basis for the first one-hundred and eighty (180) days after their date of hire/promotion. If Key Pen Parks determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended solely at the discretion of Key Pen Parks for up to an additional one-hundred and eighty (180) days. The introductory period is intended to give new employees or newly promoted employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Key Pen Parks uses this period to evaluate employee capabilities, work habits, and overall performance. During the introductory period, the employee may be terminated at any time.

This introductory period does not create a contract or a guarantee of employment for any specific period of time and as set forth above, either the employee or Key Pen Parks may end the employment relationship at-will at any time during or after the introductory period, with or without a reason or notice.

During the introductory period, new employees and newly promoted employees are eligible for those benefits that are required by law or by Key Pen Parks' benefit

programs or plans. New full-time employees accrue vacation and sick leave, but are not eligible to use vacation until one-hundred and eighty (180) days after their hire date. Employees should read the information for each specific benefit program for the details on eligibility requirements.

4. Equal Employment Opportunity

Key Pen Parks is an equal opportunity employer. It is our policy that employees and applicants will not be subjected to unlawful discrimination or harassment based on race, color, religion, sex, age, national origin, honorably discharged veteran's status, marital status, sexual orientation, physical or mental disability, or any other basis prohibited by applicable state, federal or local laws.

5. Accommodation

Key Pen Parks will make reasonable accommodations for the known physical or mental disabilities of an employee, unless undue hardship would result. The employee should advise either the Executive Director or Board President of any accommodations he or she believes are medically necessary in order to perform the job. Key Pen Parks may request medical certification from the employee's health care provider and Key Pen Parks will determine what, if any, reasonable accommodation may be appropriate. Key Pen Parks may take other action regarding employee accommodation, as appropriate, in accordance with state, federal or local laws.

6. Anti-Harassment and Non-Discrimination Policy

Key Pen Parks prohibits any form of unlawful harassment or discrimination in the workplace. Harassment or discrimination based on an individual's sex, race, color, national origin, religion, age, sexual orientation, marital status, honorably discharged veteran's status, physical or mental disability, or any other characteristic protected by state, federal or local law is unacceptable and will not be tolerated. Conduct that demonstrates mutual respect is expected of all employees in the workplace. Retaliation against any person who complains of harassment or discrimination in good faith, or who participates in an investigation in good faith, is also prohibited.

Sexual harassment is one form of unlawful harassment. Sexual harassment can be, but does not have to be, "sexual" in nature. Rather, sexual harassment is harassment that would not occur but for the gender of the person to whom it is directed. Sexual harassment may include requiring a person's submission to, or rejection of, sexual advances and/or sexual harassment which may alter that person's terms or conditions of employment. Sexual harassment also includes a sexually abusive, intimidating, hostile, or offensive work environment. Such an environment can be created by unwelcome sexual advances, requests for sexual favors, gender harassment, the display of sexually suggestive objects or pictures or emails, or any other verbal or physical conduct that would not exist but for the gender of the person at whom it is

directed and which has the effect of unreasonably interfering with an employee's work performance.

Other conduct that is not sexual in nature but will not be tolerated includes derogatory slurs, remarks or jokes about an individual's race, national origin, religion, age, sexual orientation, marital status, veteran's status, physical or mental disability, or any other characteristic protected by federal, State or local law.

Reporting Discrimination and Harassment of Any Type

- 1. Any employee who believes that he or she has been subjected to objectionable conduct prohibited by this policy is encouraged (but not required) to let the offending person know immediately and firmly that the behavior is offensive.
- 2. Any employee who believes that he or she has been subjected to objectionable conduct prohibited by this policy <u>must</u> report it immediately to the Executive Director, Board President, Board Vice-President or Board Clerk.
- 3. Each reported incident of unlawful harassment or discrimination will be investigated. Although we cannot guarantee confidentiality, reasonable efforts will be made to disclose information only as needed to investigate and resolve a complaint. If it is determined that a complaint is valid, appropriate remedial action will be taken promptly. When appropriate, the employee will be informed that remedial action has been taken but may not be told information that Key Pen Parks deems to be confidential.
- 4. Individuals reporting complaints or providing information in good faith in connection with an investigation will not be retaliated against for their participation in this procedure.

Supervisors and/or Executive Director must report any incidents, or reports of incidents, of harassment or discrimination to one of the following individuals: Executive Director, Board President, Board Vice-President, or Board Clerk.

Employees found to have engaged in conduct in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

7. Discipline and Termination of Employment

Key Pen Parks, at its sole discretion, may take disciplinary action up to and including the termination of an employee's employment. Employee misconduct or other concerns noted by Key Pen Parks may result in an oral warning, a written warning, a probationary period, immediate suspension without pay, demotion, termination, or any other disciplinary action which Key Pen Parks, at its sole discretion, deems appropriate, including the termination of the employee's employment. Key Pen Parks has the option to skip one or all of the previously mentioned steps.

8. Performance Evaluation

One tool your supervisor will use for communicating with you is the formal performance review. As a new employee, you may receive a performance review at the completion of your first one-hundred and eighty (180) days of employment. In addition, if you are promoted, demoted or receive a significant job change, you may receive a performance review at the completion of your first one-hundred and eighty (180) days of that new job. The completion of the period of review does not alter or change the at-will status of the employee's employment.

Key Pen Parks strives to review employees on a yearly basis. Generally, we attempt to conduct those reviews during the anniversary month of the employee, although dates and times of employee reviews may be conducted at any time, and is at the sole discretion of Key Pen Parks.

The evaluation is part of an employee's personnel record and may be a factor in determining the employee's conversion to regular status, whether the employee receives a wage increase, or is to be promoted, transferred, demoted, laid off, or terminated.

Salary increases are given annually at the employee's anniversary date contingent upon performance as indicated by the performance evaluation. An employee's supervisor will conduct a performance evaluation near the employee's annual hire or promotion date. The total amount of increase available for all employee salary increases will be determined annually at budget time, by the board of commissioners.

- Employees receiving a "meets expectations" rating may receive an increase of at least fifty percent (50%) up to one-hundred percent (100%) of the allocated increase (see Appendixes A & B Wage Scale).
- In the case of an employee receiving less than a "meets expectations" rating, a new performance review will be scheduled for six (6) months later. If the employee's rating is improved then a pay raise may be approved following the scale noted above to take effect at the time of the second review.

9. Training Policy

Key Pen Parks seeks, within the limits of available resources, to offer training to increase an employee's skills, knowledge and abilities directly related to Key Pen Parks' employment, to obtain or maintain required licenses and certifications, and to develop staff resources. Opportunities may include, but are not limited to: on-the-job training, inhouse workshops, and seminars sponsored by other agencies or organizations. All training opportunities require prior approval of the Executive Director.

10. Open Communication & Grievance Procedure

At Key Pen Parks we believe that communication is at the heart of good employee relations. Employees should share their concerns, seek information, provide input, and resolve work-related issues by professionally discussing them with their supervisors until they are fully resolved. It may not be possible to achieve the results an employee desires, but the supervisor should attempt to explain in each case why a certain course of action is preferred. If the employee's concern cannot be resolved with their supervisor, the employee may discuss it with the Executive Director. Key Pen Parks Board of Commissioners are not involved in the day to day personnel matters for the agency. Only if resolution has not been reached in the above manner should the employee bring the matter to the Board.

If an employee has a concern about discrimination and/or harassment, Key Pen Parks has set up special procedures to report and address those issues. The proper reporting procedures are set forth in the agency's Anti-Harassment and Non-Discrimination policy and employees should follow those procedures for those types of complaints or concerns.

11. Employee Personnel Records/Payroll Records

A personnel file for each employee is kept secured in the Administrative Assistant's office, and access is limited to the Board President, Clerk, Administrative Assistant and Executive Director. An employee's personnel file contains the employee's name, title and/or position held, job description, salary, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information.

An employee has the right to review his/her file. An employee may request removal of irrelevant or erroneous information in his/her personnel file. If Key Pen Parks denies the employee's request to remove the information, the employee may file a written rebuttal to be placed in his/her file.

Personnel files are kept confidential to the maximum extent permitted by law. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including the press, without a written request from the employee.

The Board may only access an employee's personnel files in executive session unless otherwise authorized in writing by the employee.

The official payroll records are kept by the Office Manager / Book Keeper. The Executive Director will turn in, on a bi-monthly basis, a work record for each employee that has been signed by the employee, employee's supervisor, and/or the Executive Director, noting hours worked, leave taken and overtime worked. The Board President, Vice President, or Clerk will sign work records for the Executive Director.

12. References

Key Pen Parks does not provide references, other than to confirm the dates of employment and last salary earned.

Hours of Work and Compensation

1. Employee Classifications

In order to clarify employment status and benefits eligibility, all employees are classified as either "exempt" or "non-exempt" from overtime compensation according to the overtime provisions of state and federal laws. Exempt employees are not covered by the FLSA overtime provisions and do not receive either overtime pay or compensatory time in lieu of overtime pay. The following positions shall be considered as exempt:

Executive Director Maintenance Supervisor

In addition, all employees fall into one of the following categories:

- Regular full-time: An employee who is normally scheduled to work a standard thirty (30) hours to forty (40) hours or more each work week. Generally, if you are a regular full-time employee, you are eligible for Key Pen Parks' benefit package, subject to the terms, conditions, limitations and eligibility requirements of each benefit program.
- 2. Regular part-time: An employee who is normally scheduled to work less than thirty (30) hours per week, but at least ten (10) hours per week. Regular part-time employees may be eligible for some benefits offered by Key Pen Parks, subject to the terms, conditions, limitations and eligibility requirements of each benefit program.
- 3. Seasonal/Temporary: An employee who is hired for a specific period of time and is not expected to establish <u>a continuity of service</u>. It is expected that a seasonal employee should not remain in seasonal job status longer than 1500 hours in a year and is generally not eligible for benefits offered by Key Pen Parks, unless those benefits are required by law.

2. Hours of Work/Paydays

The standard workweek at Key Pen Parks is forty (40) hours. Key Pen Parks' standard workweek may include any five (5) days Saturday through Friday dependent on the season. The standard workday is eight (8) hours for non-exempt employees. Non-exempt employees are required to clock in/out at employees scheduled work times. The workweek commences on Saturday morning at 12:01 a.m. and ends the following Friday evening at midnight. Non-exempt employees are entitled to two (2) ten (10) minute rest breaks each day. Normally these rest breaks will be scheduled in midmorning and mid-afternoon, although please check with your supervisor. At least a thirty (30) minute unpaid meal period is provided to any non-exempt employee who works a minimum of five (5) hours per day. Employees are required to punch in/out for meal period. Non-exempt employees are expected to take their full allotted time for

lunch. If non-exempt employees are requested to work beyond eight (8) hours, they may be entitled to a second meal break or another rest period. Exempt employees should schedule their lunch to accommodate the needs of the Key Pen Parks.

Key Pen Parks' employees are paid on a Bimonthly basis. The pay periods are the 1st to the 15th and the 16th to the end of month. Paydays are the 10th and 25th of the month. If the payday falls on a Saturday, the payday will be on Friday. If the payday falls on a Sunday the payday will be on Monday. If the payday falls on a holiday the payday will be the preceding business day.

3. Attendance

Regular and timely attendance is essential for Key Pen Parks to function productively. Absences and tardiness (or leaving early) are disruptive to the efforts of your colleagues and Key Pen Parks. Unexplained absences and excessive tardiness or leaving early will not be tolerated and may lead to disciplinary action, up to and including termination of employment. Key Pen Parks may require employees to provide medical certification from a health care provider for absences due to illness or injury.

If you are not able to attend work, or if you will need to arrive to work late or leave earlier than your normally scheduled shift, you are required to contact your supervisor or Executive Director prior to the start of the scheduled shift (notifying another co-worker is not sufficient), and as far in advance as possible. You should indicate the reason for your absence or lateness and when you expect to be at work. Employees who do not report to work on time and do not call may be subject to disciplinary action, up to and including the termination of employment.

Employees are expected to be at work during inclement weather. Supervisors may allow employees to be late or leave early during severe weather conditions; however, non-attendance will be counted as absence from work and will be charged to accrued vacation, comp time, or time off without pay.

4. Overtime or Compensatory time for Non-exempt Employees

From time to time, it may be necessary for employees to perform additional or overtime work in order to complete a project or duty. Non-exempt employees will be paid overtime or compensatory time for hours worked more than forty (40) hours a week at the rate of one-and-one half time (1.5x) the employee's regular rate of pay for all time worked beyond forty (40) hours. When computing overtime, sick leave, holiday and vacation time are not counted as hours worked. When it is necessary to work overtime, non-exempt employees must obtain approval from their supervisor or Executive Director prior to working the overtime hours. Failure to obtain prior approval for overtime hours may result in disciplinary action, up to and including the termination of employment. If the compensatory time option is exercised, the employee is credited with one and one-half times (1.5x) the hours worked as overtime. Maximum accruals of compensatory time shall be limited to forty (40) hours for regular full-time employees. After maximum

accrual, overtime compensation shall be paid. Employees should schedule the use of compensatory time within a six (6) month time period by making a written request to their supervisor

5. Wage and Salary Review

Key Pen Parks attempts to pay employees a competitive rate that reflects the employee's job position, experience and job performance. Key Pen Parks endeavors to review wages and salaries annually and may adjust reflect an employee's performance or other factors Key Pen Parks considers appropriate. Please refer to Appendixes A & B for Wage Classification Matrix as of October 9, 2017.

Key Pen Parks will provide cost of living adjustments for full time staff. These adjustments will be made starting with the March 1st pay period, will be based on the preceding year's Consumer Price Index (CPI) for Seattle, Tacoma, and Bremerton and shall never result in a decrease in pay.

To attract and retain the best employees for the position, Key Pen Parks will pay seasonal/temporary staff up to a \$1 more than Washington State Minimum wage that is adjusted annually on January 1st of each year. Key Pen Parks will use CPI for seasonal/temporary staff wages as discussed in RCW 49.46.020 Please refer to Appendix B for Wage Matrix for Seasonal/Temporary Staff.

6. Call Back

All employees are subject to call back in emergencies by Key Pen Parks to provide necessary services to the public. A refusal to respond to a call back is grounds for disciplinary action. Employees called back to duty will be paid their appropriate rate of pay for a minimum of two (2) hours. If employees are called in to work on a non-scheduled day they will be paid a minimum of two (2) hours.

7. Compensation upon Separation

When an employee's employment with Key Pen Parks is ended, the employee will receive the following compensation:

- Regular wages for all hours worked up to the time of termination that has not already been paid.
- · Any overtime or holiday pay that is due.
- A lump sum payment of any accrued but unused vacation and compensatory time.
- A lump sum payment of twenty five percent (25%) of any accrued but unused sick leave will be paid upon separation with a minimum of five (5) years full time employment.

Benefits and Leaves of Absence

1. Holidays

The following holidays will be observed as holidays for Key Pen Parks' regular full time employees:

- 1. New Year's Day (January 1)
- 2. Martin Luther King Jr. Day
- 3. Presidents Day (observed)
- 4. Memorial Day
- 5. 4th of July
- 6. Labor Day
- 7. Veteran's Day
- 8. Thanksgiving Day
- 9. The day after Thanksgiving
- 10. Christmas Day
- 11. Floating Holiday one (1) taken at employee's discretion with approval from supervisor and must be taken within the calendar year.
- 12. Two (2) unpaid holidays for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.
 - An Employee will be allowed to take the unpaid holidays on selected days unless the absence would unduly disrupt operations or impose an undue hardship. Employee will submit a written request for an unpaid holiday to employee's supervisor a minimum of five (5) days prior to the requested day. An unpaid holiday shall not be deemed approved unless it has been authorized in writing by employee's supervisor. The two (2) unpaid holidays must be taken during the calendar year and will not carry over from one (1) year to the next.

If any of these above holidays fall on a Saturday, the holiday will be taken on the Friday before the calendar holiday. If any of these above holidays fall on a Sunday, the holiday will be taken on the Monday after the calendar holiday.

Full-time employees shall receive up to eight (8) hours pay for each of the holidays numbered 1-11 as listed above on which they perform no work, provided the employee is not on an authorized leave of absence without pay. Non-exempt regular full-time or part-time employees will be paid for the holiday plus one and one-half times (1.5x) their regular rate of pay for any time worked on the holiday. Seasonal/Temporary employees will be paid one and one-half times (1.5x) their regular rate for hours worked when required to work on an observed holiday.

Except for any holidays mandated by state or federal law, Key Pen Parks' holidays are subject to change at the sole discretion of the agency.

2. Vacation

Vacation time with pay is available to all eligible full-time employees. Part time and temporary employees do not accrue or receive paid vacation time. The amount of vacation time employees receive each year increases with the length of the employee's employment. Vacation time begins to accrue with the employee's first full pay period. Vacation time accrues follows:

te/Year
hours)
hours)
0 hours)
0 hours
0 hours

Employees may begin using vacation time after they have completed their introductory period.

To take vacation, employees must request approval from their supervisor. Generally, an employee seeking vacation time should give at least two (2) weeks prior notice of the request to help with scheduling. An employee can only take vacation time in two (2) week increments or less, unless the employee obtains prior approval from their supervisor or Executive Director, or unless the leave is due to illness or injury.

Employees are encouraged to use accrued vacation time for rest, relaxation, or personal pursuits. In addition, employees may elect to take accrued vacation time to care for: (1) a child of the employee with a health condition that requires treatment or supervision; or (2) a spouse, parent, parent-in-law, or grandparent of the employee with a serious health condition or an emergency condition. Exempt employees must take vacation time in two (2) hour increments. Non-exempt employees must take vacation time in at least one (1) hour increments.

Employees who do not use accrued vacation time during the year can carry over the unused time to the following year, but not more than two-hundred and forty (240) hours may be carried over. Accrued but unused vacation time will be paid out upon separation from employment at a rate of one for one. Employees may ask the Executive Director or the Board of Commissioners to cash out vacation time on a case by case basis with a limit of eighty (80) hours to be cashed out at any one time.

3. Sick Leave (Washington State Law RCW 49.46.210)

Key Pen Parks provides paid sick leave benefits to all employees for periods of temporary absences due to illnesses or injuries. Employees may elect to take accrued

sick leave time to care for: (1) physical injury or illness to employee; (2) Medical or dental appointments for the employee; (3) a child of the employee with a health condition that requires treatment or supervision; or (4) a spouse, parent, parent-in-law, or grandparent of the employee with a serious health condition or an emergency condition.

Regular full-time employees accrue eight (8) hours of paid sick leave per month. Seasonal/Temporary employees will accrue one (1) hour of paid sick leave per forty (40) hours worked.

Whenever possible, sick leave must be approved in advance by your supervisor. If you are not able to get advanced approval due to an emergency, you must notify your supervisor as soon as practicable. Key Pen Parks', at its sole discretion, may require employees to provide medical documentation from a health care provider for absences due to illness or injury. The total accumulation of sick leave shall not exceed eighthundred (800) hours at the normal rate of pay. Sick leave must be taken in minimum increments of one (1) hour.

4. Family Medical Leave

The following is a summary of Key Pen Parks' Family and Medical Leave Policy. Further information regarding the Family and Medical Leave Act of 1993 (FMLA), and state and local leave laws, may be obtained from the Executive Director.

The FMLA establishes rules for certain categories of unpaid leaves of absence. Eligible (or "qualified") employees may take up to a total of twelve (12) weeks unpaid leave looking back in a twelve (12) month period for the following reasons:

- the birth of a child or to care for a child within the first twelve (12) months after birth:
- the placement of a child with the employee for adoption or foster care and to bond with and care for the child (within the first twelve (12) months after placement);
- the serious health condition of the employee that makes the employee unable to perform the functions of his/her position;
- to care for the employee's spouse, child or parent who has a serious health condition: or
- If the employee experiences a qualifying exigency that arises out of the fact that the employee's spouse, parent, or child has been called to or is on active military duty as a member of the National Guard or military reserves.

Military Caregiver Leave In addition, an employee who is the spouse, parent, child, or next of kin of a current member of the armed forces (including the regular armed forces) who was injured while on active duty may be eligible for up to twenty-six (26) weeks of FMLA leave in a twelve (12) month period, including the types of leave listed above.

Employees eligible for such leave are those who have been employed for at least twelve (12) months and have worked at least 1,250 hours of employment for Key Pen Parks preceding the requested leave. Employees must provide at least thirty (30) days' notice of a foreseeable leave to Executive Director. If the leave is not foreseeable thirty (30) days in advance, the employee must give as much notice as practicable under the circumstances. FMLA entitlement is calculated beginning when the employee first takes leave.

When an employee gives notice of a requested FMLA leave for purposes of a serious health condition or for military caregiver leave, the employee will be required to provide medical or other certification that the requested leave is medically necessary. Key Pen Parks reserves the right to require periodic certifications (at least every thirty (30) days) for extended leaves under FMLA. Employees are also required to periodically inform Key Pen Parks of his/her condition and return-to-work status. Failure to provide requested certification in a timely manner may result in denial of the leave until it is provided. If an employee refuses to provide a certification, his/her leave request may be denied and the employee may be disciplined up to and including termination from employment. If an employee fails or refuses to provide return-to-work documentation, the request to return may be denied and the employee may be disciplined up to and including termination from employment.

Key Pen Parks, at its expense, may require a medical examination by a health care provider of its own choosing if it has a reasonable question regarding the medical certification provided by the employee. In lieu of a second opinion, Key Pen Parks may contact the health care provider directly to clarify or authenticate a medical certification, including certifications for military caregiver leave. Second opinions may not be required for military caregiver leave.

Separate certification may also be required regarding the nature of the family member's military service and/or the existence of a qualifying exigency.

Key Pen Parks may require accrued but unused vacation, paid sick leave, or any other accrued paid leave be used as part of the leave period. Except for accrued vacation, paid sick time, or other accrued paid leave, family and medical leave will be leave without pay. Health benefits will continue during such leave, although you may be required to reimburse Key Pen Parks for the benefits in the event you do not return to work at the conclusion of the leave. Other flexible benefit options may be continued, which are in effect prior to the leave, if the employee chooses to pay the full cost for the selected options. However; when an employee is out on FMLA leave, he/she does not continue to accrue vacation pay, sick leave or any other accrued benefits.

FMLA leave may be counted as an absence under Key Pen Parks' attendance policy.

Employees returning from an FMLA leave will generally be re-employed in either the same job or one of equivalent status and pay, depending on the conditions which exist when the employee is ready to return to work. Exceptions may exist for "key"

employees. Returning employees may also be required to provide medical certification that they are able to return to work.

This policy merely outlines your benefits under the FMLA. Some additional leave may be available under state or local laws. Where allowed by state or federal law, all leaves will run concurrently. Where the law allows, all approved leave, whether paid or unpaid, will be counted against an employee's annual family and medical leave entitlement under this policy and the law. This means that workers' compensation leave, leave for a nonindustrial injury or illness, leave as a reasonable accommodation for a qualified individual with a disability, federal family medical leave, and/or state family leave may all run concurrently where allowed by law and be counted against the employee's annual family leave entitlement. If you believe you may need to avail yourself of this policy, you are encouraged to contact the Executive Director for more specific information.

5. Pregnancy Disability

A leave of absence will be granted to an employee for the period of time that she is actually ill or disabled due to pregnancy or childbirth. The employee shall provide medical documentation from her physician setting forth the medical necessity for the leave and the expected duration of the leave.

An employee taking a leave of absence for the period of disability relating to pregnancy and childbirth has the right to return upon expiration of such leave to the same position, or a similar position of comparable pay and benefits, unless business necessity prevents Key Pen Parks from returning the employee to such position. If an employee extends her pregnancy-related leave beyond the period of actual disability, the employee has no right to return to the same or similar position upon expiration of such leave, unless the employee qualifies for FMLA leave.

6. Maternity Leave

Maternity leave is available for a maximum of twelve (12) weeks. It is unpaid but an employee may elect to use all accrued sick leave and accrued vacation time during maternity leave. Key Pen Parks' may request that the employee pay employee benefits during leave unless the employee qualifies for FMLA leave.

The request for maternity leave should be made in writing to the Executive Director or Board President at the earliest possible date.

Employees returning to work after childbirth who wish to express breast milk will be provided a reasonable break time in a private, secure location other than a bathroom in which to do so pursuant to the provisions of the Fair Labor Standards Act. Employees interested in this benefit should contact the Executive Director.

7. Domestic Violence Victims Employment Leave

State law provides for reasonable leave for employees who are victims of domestic violence, sexual assault, or stalking, and for employees whose family members are victims to participate in legal proceedings, receive medical treatment, or obtain other necessary services. Covered family members include the employee's child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a domestic relationship.

An employee may take reasonable leave from work, including intermittent leave, or leave on a reduced leave schedule, with or without pay to:

- Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or employee's family members, including preparing for or participating in any civil or criminal legal proceeding related to domestic violence, sexual assault or stalking
- Seek treatment by a healthcare provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to healthcare treatment for a victim who is the employee's family member
- Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking
- Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking
- Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault, or stalking

An employee must give advance notice of his or her intention to take leave. When advance notice cannot be given because of an emergency or unforeseen circumstance, the employee must give notice as soon as possible and no later than the end of the first day that the employee takes leave.

Key Pen Parks may require verification for the leave. Verification may consist of a police report, court order, evidence from the court or the prosecuting attorney, or a statement from an advocate for victims, an attorney, a member of the clergy, or a medical or other professional.

An employee may elect to use sick leave and other paid time off, compensatory time, or unpaid leave time. An employee is not required to produce or discuss any information

that is beyond the scope of the verification and notice requirement or that would compromise the employee's safety or the safety of the employee's family member in any way. Key Pen Parks must maintain the confidentiality of all information provided by the employee. Information may be disclosed only if requested or consented to by the employee, ordered by a court or administrative agency, or otherwise required by applicable federal or state law.

8. Bereavement Leave

Key Pen Parks' allows employees bereavement leave for the death of an employee's immediate family. For purposes of bereavement leave, the employee's immediate family is defined as the employee's spouse, child, grandchild, parent, brother, sister, inlaws, grandparents, guardian of the employee, or the death of any person residing with or legally dependent upon the employee.

Key Pen Parks may pay non-exempt employees (who have completed six (6) months of employment) their normal wages, up to a maximum of three (3) working days for bereavement leave. Exempt employees should speak with their supervisor about payment for bereavement leave.

9. Jury Duty

Key Pen Parks' allows all employees who are called to serve on jury duty to take the time required to serve. Employees who are summoned for jury duty or who are subpoenaed to appear in court or in deposition should present a copy of the summons or subpoena to their supervisor or Executive Director. Employees who are dismissed from jury duty or are not required to remain in court must report to work during regular work hours.

Key Pen Parks will pay non-exempt employees (who have completed six (6) months of employment) their normal wages, up to a maximum of five (5) working days for jury duty. Exempt employees should speak with their supervisor about payment for jury duty.

If an employee is summoned during a critical work period, Key Pen Parks' may ask the employee to request a waiver from duty.

10. Military Leave

It is the policy of Key Pen Parks to comply with Washington State and federal laws regarding leave for military service in addition to any leave outlined above in the Family Medical Leave policy, including reinstatement as required by those laws. If you have any questions about your rights under Washington State and federal law for military leave, please see the Executive Director.

11. Personal Leave

Under limited circumstances, employees may be granted a leave of absence for emergency circumstances (where the employee does not have available other leave, such as sick leave, vacation leave, etc.). Generally, this leave is only for extraordinary circumstances, and the decision about whether an employee will be granted such a leave is at the sole discretion of the Executive Director. The leave is unpaid.

12. Administrative Leave

On a case-by-case basis, Key Pen Parks may place an employee on administrative leave with pay for an indefinite period, as determined by the Executive Director and Park Board if deemed to be in the best interests of Key Pen Parks during an investigation or other administrative proceeding

13. Benefits

Key Pen Parks' offers benefits to its eligible employees, to assist with health care coverage and related expenses. Eligible employees will receive information about these programs and eligibility requirements on a periodic basis. In the event you have questions regarding eligible benefits or need information, please contact the Executive Director or Administrative Assistant.

Healthcare Benefits

Key Pen Parks will pay one-hundred percent (100%) of eligible employee's premium for medical, dental and vision. Key Pen Parks will pay eighty percent (80%) of employee's dependents premium for medical, dental and vision with employee paying the remainder. If employee has access to an equal or better medical, dental or vision plan employee may opt to use that plan in lieu of any one of Key Pen Parks' offered plans. Employee may request Key Pen Parks to pay premium for said less expensive plan. Key Pen Park's will utilize Section 125 Cafeteria Plan (pre-tax dedications) for all health care benefit dedications.

Retirement Benefits

Retirement eligibility shall comply with State of Washington requirements according to form DRS MS 198 (01/07). Key Pen Parks' makes contributions on behalf of all eligible employees to the Social Security System and to the Washington State Department of Retirement in addition to those contributions made by the employee through payroll deductions.

Disability Benefits

All employees are covered by the State Industrial Insurance program (Worker's Compensation). This type of insurance covers employees in case of on-the-job

injuries or job-related illness. For qualifying cases, State Industrial Insurance will pay the employee for work days lost for any disability resulting from job-related injuries or illness. All job-related accidents should be reported immediately to the employee's supervisor.

- When an employee is absent for one or more days due to an on-the-job accident, he/she is required to file a claim for Worker's Compensation. If the employee files a claim, Key Pen Parks' will continue to pay (by use of the employee's unused sick leave) the employee's regular salary pending receipt of Worker's Compensation benefits.
- When the employee receives Worker's Compensation benefits, he/she is required to repay to Key Pen Parks the amount covered by Worker's Compensation and previously advanced by Key Pen Parks. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability so long as accrued sick leave is available, while ensuring that no employee receives more than he/she would have received had the injury not occurred. Upon the repayment of funds advanced, the appropriate amount of sick leave shall be restored to the employee's account.
- Key Pen Parks' may require an examination at its expense, performed by a
 physician of its choice, to determine when the employee can return to work (in
 a regular or light-duty capacity) and if he/she will can perform the duties and
 responsibilities of the position.

Unemployment Compensation

Key Pen Parks' employees may qualify for Washington State Unemployment Compensation after termination from Key Pen Parks employment depending on the reason for termination and if certain qualifications are met. For more information please see Employment Security Department Unemployment Handbook. http://www.esd.wa.gov/uibenefits/handbook/index.php

14. Notice of Changes

Any change in name, address, telephone number, marital status or number of exemptions an employee is claiming must be reported to the Executive Director or Office Manager / Book Keeper. It is the employee's sole responsibility to notify the above person of the necessary changes for tax and benefit purposes.

Miscellaneous

1. Employment of Relatives

While Key Pen Parks has no prohibition against hiring relatives of other employees, close family members such as parents, children, spouses, siblings, significant others, or in-laws will not be hired into, or transferred from, positions where they directly or indirectly supervise or are supervised by another close family member or significant other. Key Pen Parks reserves the right to determine in all cases if a close relationship exists to prohibit a supervisory relationship.

2. Electronic Communication and Technology

Key Pen Parks respects the individual privacy of its employees. However, employee privacy does not extend to employees' work-related conduct or to the use of company-provided equipment or supplies. Employees should be aware that the following policy might affect their privacy in the workplace:

It is the policy of Key Pen Parks to provide the communication services, computers, and other equipment necessary for the conduct of its business. It is the further policy of Key Pen Parks to reserve the right to monitor its employees' use(s) of these communication services, computers, and other equipment to ensure that professional and business performance and conduct standards are maintained.

Key Pen Parks' communication services, computers, and all other electronic systems are for the sole purpose of conducting Key Pen Parks' business. These systems are not intended to be used by employees for conducting personal business, playing electronic or video games, storing personal documents, etc., or for any other personal reason. Inappropriate use of Key Pen Parks' communications and/or computer systems may result in disciplinary action, up to and including termination of employment.

All information stored in/on computer(s) issued to employees and other electronic record-keeping devices is the property of Key Pen Parks. Specifically, but without limitation, all documents, data, software, hardware, tapes, taped messages, voice mail, electronic mail, etc., stored in Key Pen Parks' communications and computer systems are the property of Key Pen Parks and may be used and accessed by Key Pen Parks at any time and in any manner it deems appropriate.

Key Pen Parks reserves the right to access, alter, save, copy, recreate, print, and/or use this electronic data in any method not prohibited by law. Key Pen Parks may and can monitor employee activity on its communications systems, its computers, its electronic record-keeping and/or storage systems as it deems necessary, without prior notification to the employees who customarily use these systems.

All electronically based computer programs and software which are owned by and/or licensed to Key Pen Parks may not be used or copied for personal use or for any non-

Key Pen Parks' purpose. Employees are prohibited from installing any unauthorized software onto computers and/or electronic devices owned by Key Pen Parks.

No employee, unless authorized in writing by the Executive Director or (the Board), may remove or download any records maintained in the agency's computer systems or other electronic record-keeping, and/or storage devices for personal use or gain.

All portable equipment provided for an employee's use, such as laptops, fax machines, and cellular phones, must be promptly returned to Key Pen Parks when such equipment is no longer required or immediately upon the employee's departure from Key Pen Parks. All equipment must be returned in good condition. Any damage beyond reasonable wear and tear shall be the financial responsibility of the employee.

Employees may not use Key Pen Parks' voice mail, electronic mail, desktop computers, fax machines or the Internet in any way that may be seen as insulting, disruptive, or offensive by other persons. Examples of forbidden transmissions include sexually explicit messages, cartoons, or jokes; unwelcome propositions or love letters; ethnic or racial slurs; or any other message or file that can be construed to be unlawful discrimination or harassment of others based on their race, color, national origin, religion, age, sex, sexual orientation, marital status, veteran's status, physical or mental disability or any other characteristic protected by state, federal or local law.

3. Health and Safety

Safety is the responsibility of all employees at Key Pen Parks. It is the policy of Key Pen Parks to comply with all federal and state safety and health guidelines for the protection of its employees. Please report all injuries (no matter how slight) to your supervisor or Executive Director immediately, as well as anything that needs repair or appears to be a safety hazard. Failure to adhere to Key Pen Parks' safety standards and practices can result in disciplinary action, up to and including termination of employment.

- Key Pen Parks will provide full time maintenance staff a boot allowance of \$100 per calendar year to purchase steel toed work boots, which must be worn during work hours. Staff will be reimbursed for allowable amount upon providing receipt as proof of purchase.
- Key Pen Parks will provide seasonal maintenance staff a boot allowance of \$ 50 per calendar year to purchase steel toed work boots, which must be worn during work hours. Staff will be reimbursed after three (3) months of employment after providing receipt as proof of purchase.

4. Violence in the Workplace

Key Pen Parks is committed to maintaining a workplace that is free from violence and threats of violence. Employees should promptly report any acts of violence or threats of

violence, including actions of coworkers and members of the public, to their supervisor or Executive Director. Employees who engage in acts of violence or make threats of violence are subject to discipline, up to and including the termination of employment.

5. Substance Abuse/ Drug Free Workplace

While at work, each Key Pen Parks' employee has a responsibility to coworkers, and to the public, to perform his or her work in a safe and conscientious manner. Key Pen Parks expects employees to be able to work in an environment free from the effects of alcohol and/or other job-impairing substances. This does not mean that employees cannot perform their jobs while taking prescription or nonprescription medications in accordance with a lawful prescription or consistent with the standard dosage recommendations, unless such medications cannot be taken in a safe manner, or if the medications impair the employee's ability to do the essential functions of his or her position, with or without an accommodation, that does not create an undue hardship for Key Pen Parks.

Employees in safety-sensitive jobs are responsible for notifying the Maintenance Supervisor, Executive Director, or Board of Commissioners if they are taking medications which may interfere with their ability to do their jobs safely. In addition, the unauthorized use, sale, or possession, by any employee, of alcohol, controlled substances, drugs not medically authorized and used in the manner prescribed, or other substances which may impair job performance or pose a hazard to the safety and welfare of the individual employee, the public, or other employees, is strictly prohibited and may result in disciplinary action, up to and including the termination of employment. Employees must notify Key Pen Parks within five (5) days of any conviction for a drug violation in the workplace.

Key Pen Parks reserves the right to test employees for drugs or alcohol for cause, or after accidents, at Key Pen Parks' expense.

NOTICE REGARDING MARIJUANA USE AND POSSESSION. On November 6, 2012, Washington voters passed Initiative 502 legalizing the recreational use of small amounts of marijuana under Washington State law. The law became effective on December 6, 2012. However, under federal law, marijuana remains a controlled substance, and possession or use of the drug constitutes a crime. The federal and state governments have not yet determined how to resolve this conflict between state and federal law. However, employees who are impaired at work as the result of marijuana use will be subject to disciplinary action, up to an including termination of employment.

6. Outside Employment

Outside employment, second jobs, or "moonlighting" may create a conflict of interest. Employees must obtain written approval in advance from either the Executive Director or the Board of Commissioners. If you are an employee at Key Pen Parks and outside employment has been approved in writing, any activities related to that outside employment must be conducted off-site and not during regularly scheduled work hours. Employees shall not be employed with a firm which has contracts with or does business with Key Pen Parks, or which may reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

7. Confidential Information

Employees of Key Pen Parks will receive and have access to information that is confidential in nature to the agency, its consumers and vendors. Employees are not to disclose any such confidential information to (a) any other person in the agency unless there is a legitimate business reason for doing so; or (b) any person outside the agency unless management has expressly stated that the information can be disclosed to that person. This obligation exists even after the employee leaves the organization. Compliance with the Public Disclosure Requests must be handled according to the law and by following Key Pen Parks' policy for dealing with such requests.

8. Ethics and Conflicts of Interest

Employees are expected to use good judgment, adhere to high ethical standards and avoid situations that create an actual or perceived conflict between their personal interests and those of the agency. Key Pen Parks requires that the transactions employees participate in are ethical and within the law, both in letter and spirit.

Key Pen Parks' recognizes that different agencies have different codes of ethics; however, just because a certain action may be acceptable by others outside of Key Pen Parks as "standard practice," that is by no means sufficient reason to assume that such practice is acceptable at our agency. There is no way to develop a comprehensive, detailed set of rules to cover every business situation. The tenets in this policy outline some basic guidelines for ethical behavior at Key Pen Parks. Whenever employees are in doubt, they should consult with their supervisor.

Conflicts of interests or unethical behavior may take many forms including, but not limited to, the acceptance of gifts from vendors, potential vendors, or consumers of the agency. Employees are cautioned not to accept <u>any</u> form of remuneration or non-business related entertainment, nor may employees sell to third parties any information, products, or materials acquired from the agency. Employees may engage in outside business activities, provided such activities do not adversely affect the agency or the employee's job performance and the employee does not work for a Key Pen Parks' vendor, or consumer. Employees are prohibited from engaging in financial participation, outside employment or any other undertaking that is prejudicial to the best interests of Key Pen Parks. Employees may not use proprietary and/or confidential information for personal gain or to the agency's detriment, nor may they use assets or labor for personal use.

If an employee has a financial or employment relationship with a vendor, potential vendor, or consumer of the agency, the employee must disclose this fact in writing to the Executive Director or Board of Commissioners. The agency will determine what course of action must be taken to resolve any conflict it believes may exist. If the conflict is severe enough, Key Pen Parks may be forced to ask the employee to tender his/her resignation. Key Pen Parks has sole discretion to determine whether such a conflict of interest exists.

Employees are encouraged to seek assistance from their supervisors with any ethical concerns. However, Key Pen Parks realizes this may not always be possible. As a result, employees may contact the Executive Director or Board President to report any ethical concern they cannot discuss with their supervisor. Employees should refer to the reporting procedures under the Anti-Harassment and Non-Discrimination policy for reporting unlawful harassment or discrimination.

9. Policy on Reporting Government Misconduct

This policy sets forth the procedures employees shall follow for reporting alleged improper governmental action.

<u>Definition of "Improper Governmental Action"</u>

"Improper governmental action" means any action by a local government officer or employee (1) that is undertaken in the performance of the officer's or employee's official duties, whether or not the action is within that person's employment and (2) that is in violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds.

"Improper governmental action" does not include personnel actions such as:

- employee grievances
- complaints
- appointments
- promotions
- transfers
- assignments or reassignments
- reinstatements, restorations, or reemployments
- performance evaluations
- reductions in pay
- dismissals
- suspensions
- demotions
- violations of the local government collective bargaining and civil service laws

- alleged labor agreement violations
- reprimands

Reporting Alleged Improper Governmental Action

Every employee has the right to report to the appropriate person or persons information concerning alleged improper governmental action. The identity of the employee reporting such alleged improper governmental action shall be kept confidential to the extent possible, unless the employee authorizes the disclosure of his or her name in writing.

An employee who wishes to report alleged improper governmental action shall submit a written report to the Executive Director, Board President, or Vice President, stating in detail the basis for the employee's belief that an improper governmental action has occurred. The employee may also submit the written report to the county prosecuting attorney.

Except in the case of emergency, before an employee provides information regarding alleged improper governmental action to a person or an entity who is not a public official or a person listed in the preceding paragraph of this policy, the employee shall submit a written report, stating in detail the basis for his or her belief that an improper governmental action has occurred, to the agency. For purposes of this paragraph, an "emergency" means a circumstance that if not immediately changed may cause damage to persons or property.

Protection Against Retaliatory Action

Employees are protected from retaliation for good faith reporting of improper governmental action.

In order to seek relief against retaliation for good faith reporting of improper governmental action, an employee shall provide written notice of the charge of retaliation to the governing body of the agency. The notice shall (1) specify the alleged retaliatory action and (2) specify the relief requested.

The notice of the charge of retaliation shall be delivered to the agency no later than thirty (30) days after the occurrence of the alleged retaliatory action. The agency then has thirty (30) days to respond to the charge and request for relief.

When the charging employee receives the agency's response, or after the last day on which the agency could respond, the charging employee may request a hearing to establish that a retaliatory action occurred and to obtain appropriate relief provided by law. The request for a hearing shall be delivered to the agency within fifteen (15) days of delivery of the agency's response or within fifteen (15) days of the last day on which the agency could respond.

Within five (5) working days of receipt of the employee's request for a hearing, the agency shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge. At the hearing, the employee must prove his or her claim by a preponderance of the evidence.

Employees who fail to make a good faith attempt to follow this policy and procedure in reporting improper governmental action shall not be eligible for the protections outlined against retaliation.

For employee complaints about harassment or discrimination, the employee should follow the Anti-Harassment and Non-Discrimination Policy found in the Employee Policies Section; Item 6; page 6 of this Employee Handbook.

10. Social Media Guidelines (Please refer to R2014-17 Key Pen Parks' Social Media Policy for Employees for additional information)

Social Media such as Facebook, Twitter, LinkedIn, tweeting, and blogging have an ever increasing presence as a way to keep in touch with family and friends. With increased usage however, comes the increased potential for the accidental or intentional inclusion of inappropriate information. In some cases, information conveyed through social media has led to legal liability for the person posting the information. In recognition of the large role that social media plays in our society, Key Pen Parks is providing these guidelines to assist you in utilizing social media in a safe and responsible manner.

Publication of false, defamatory facts about another individual on a social networking site that is viewable by others can give rise to a claim for libel, slander or defamation by the person discussed. Although it can be very tempting to vent about another person through a social networking site, extreme caution should be used when deciding what information to include.

Use of a social networking site to communicate inappropriately with or about a client or a coworker may lead to the filing of a claim for harassment with Key Pen Parks. If, after an investigation, it is determined that harassment occurred, the posting individual may be subjected to discipline by Key Pen Parks. The harassed individual could also seek a restraining order or start a legal proceeding against you.

Through your employment, you may have access to confidential information about clients and coworkers, such as medical conditions, home addresses and work schedules. Existing Agency guidelines that restrict the disclosure of such confidential information apply with equal force to social media postings. Inclusion of confidential information about coworkers or Key Pen Parks on a social networking site could lead to disciplinary action for violation of company policies.

11. Political Activities

Key Pen Parks' employees may participate in political or partisan activities of their choosing provided that Key Pen Parks' resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on Key Pen Parks' time or in a Key Pen Parks' uniform or while representing Key Pen Parks in any way. Employees may not allow others to use Key Pen Parks' facilities or funds for political activities.

Any Key Pen Parks' employee who meets with or may be observed by the public or otherwise represents Key Pen Parks to the public, while performing his/her regular duties may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on Key Pen Parks' property or Key Pen Parks' time, for a contribution for a partisan political cause.

Except as noted in this policy, Key Pen Parks' employees are otherwise free to fully exercise their constitutional First Amendment Rights.

12. No Smoking Policy

For health and safety considerations, the Key Pen Parks prohibits smoking, vaping and the use of tobacco products by employees in all Key Pen Parks' facilities, including Key Pen Parks' owned buildings, vehicles, and offices or other facilities rented or leased by the District, including individual employee offices.

13. Use of Key Pen Parks' Vehicles and Equipment

Use of Key Pen Parks' phones for local personal phone calls should be kept to a minimum; long distance personal use is prohibited. Other Key Pen Parks' equipment, including vehicles, shall be used by employees for Key Pen Parks business. An employee's misuse of Key Pen Parks' telephones (including cellular), vehicles, equipment or supplies can result in disciplinary action including termination.

When deemed necessary by the Executive Director for reasons of security and efficiency, Key Pen Parks' employees may take Key Pen Parks' vehicles home at end of the work day.

Key Pen Parks' may provide cellular telephones and service for certain employees to use for Key Pen Parks' business.

14. Contact with News Media

The Executive Director and/or the Board President shall be responsible for all official contacts with the news media during working hours, including answering of questions from the media. The Executive Director may designate specific employees to give out

procedural, factual or historical information on particular subjects. It is the policy of Key Pen Parks to maintain good press relations with the media.

15. Driver's License Requirements

As part of the requirements for certain Key Pen Parks' positions, an employee may be required to hold a valid Washington State Driver's license.

- If an employee's license is revoked, suspended or lost, or is in any other way
 not current, valid and in the employee's possession, the employee shall
 promptly notify his/her supervisor and will be immediately suspended from
 driving duties. The employee may not resume driving until proof of a valid,
 current license is provided to his/her supervisor.
- Depending on the duration of license suspension, revocation or other inability to drive, an employee may be subject to disciplinary action, including termination

16. Professional, Civic and Service Organization Memberships

Administrative staff and supervisors are encouraged to be members of and participate in professional, civic, and service organizations. Membership dues, travel, and meal costs attributable to an employee's participation in such organizations may be reimbursed, if pre-approved in writing by the Executive Director or Park Board.

17. Travel on Official Key Pen Parks' Business

Please refer to travel policy for information for traveling on Key Pen Parks' business.

18. Dress Code

All employees are required to wear appropriate attire while performing their job tasks.

19. Other

Key Pen Parks may from time to time provide staff meals or snacks while on-duty staff are working.

- Key Pen Parks' business is being conducted at the meeting or a formal training session is being held.
- Staff are having a working lunch.
- A signed agenda must be attached to any required documentation and staff must have prior approval from the Executive Director for payment of expenses for staff meals or snacks.

Key Pen Park's Employee Handbook

This Employee Handbook is a guide intended to help you become acquainted with Key Pen Parks and its policies and procedures. You understand that the policies and procedures described in this Employee Handbook are not conditions of employment and do not constitute a contract for employment or a promise of specific treatment in specific situations. You further understand that Key Pen Parks may, in its sole discretion, change, delete, suspend or discontinue or deviate from any part or parts of the policies in this Employee Handbook at any time with or without prior notice or reason. Any such changes made by Key Pen Parks will immediately supersede the current contents of this Employee Handbook. You acknowledge that this Employee Handbook is effective as of the date below and replaces and supersedes all previous employee handbooks.

In addition, by your signature below, you further acknowledge that you understand that your employment with Key Pen Parks is terminable at-will; either by yourself or Key Pen Parks, and that nothing in this Employee Handbook is intended to or does alter the at-will status of your employment. No one at Key Pen Parks, other than the Executive Director or Board, and then only in writing, has the authority to enter into any employee agreement that in any way modifies the at-will status of your employment at Key Pen Parks.

Your signature below indicates that you have read and understood this statement and have received a copy of the Key Pen Parks' Employee Handbook. Your signature further acknowledges your agreement that you will read and familiarize yourself with its contents and follow the policies and rules indicated.

Date	
Employee's Printed Name	
Employee's Signature	

	Scale 3%	Α	В	С	D	Е	F	G	Н	1	J	
Grade	1	\$20,000	\$20,600	\$21,218	\$21,855	\$22,510	\$23,185	\$23,881	\$24,597	\$25,335	\$26,095	
	2	\$22,000	\$22,660	\$23,340	\$24,040	\$24,761	\$25,504	\$26,269	\$27,057	\$27,869	\$28,705	
	3	\$24,200	\$24,926	\$25,674	\$26,444	\$27,237	\$28,054	\$28,896	\$29,763	\$30,656	\$31,576	
	4	\$26,620	\$27,419	\$28,241	\$29,088	\$29,961	\$30,860	\$31,786	\$32,739	\$33,721	\$34,733	
	5	\$29,282	\$30,160	\$31,065	\$31,997	\$32,957	\$33,946	\$34,964	\$36,013	\$37,094	\$38,206	Maintenance Lead
	6	\$32,210	\$33,177	\$34,172	\$35,197	\$36,253	\$37,340	\$38,461	\$39,614	\$40,803	\$42,027	Event Coordinator/Office Support
	7	\$35,431	\$36,494	\$37,589	\$38,717	\$39,878	\$41,074	\$42,307	\$43,576	\$44,883	\$46,230	Office MGR/Bookkeeper
	8	\$38,974	\$40,144	\$41,348	\$42,588	\$43,866	\$45,182	\$46,537	\$47,934	\$49,372	\$50,853	Marketing Coordinator/Recreation Specialist
	9	\$42,872	\$44,158	\$45,483	\$46,847	\$48,253	\$49,700	\$51,191	\$52,727	\$54,309	\$55,938	Maintenance Supervisor
	10	\$47,159	\$48,574	\$50,031	\$51,532	\$53,078	\$54,670	\$56,310	\$58,000	\$59,740	\$61,532	
	11	\$51,875	\$53,431	\$55,034	\$56,685	\$58,386	\$60,137	\$61,941	\$63,800	\$65,714	\$67,685	
	12	\$57,062	\$58,774	\$60,537	\$62,354	\$64,224	\$66,151	\$68,135	\$70,179	\$72,285	\$74,453	
	13	\$62,769	\$64,652	\$66,591	\$68,589	\$70,647	\$72,766	\$74,949	\$77,197	\$79,513	\$81,899	
	14	\$69,045	\$71,117	\$73,250	\$75,448	\$77,711	\$80,043	\$82,444	\$84,917	\$87,465	\$90,089	Executive Director
	15	\$75,950	\$78,228	\$80,575	\$82,993	\$85,482	\$88,047	\$90,688	\$93,409	\$96,211	\$99,097	
	16	\$83,545	\$86,051	\$88,633	\$91,292	\$94,031	\$96,852	\$99,757	\$102,750	\$105,832	\$109,007	
	17	\$91,899	\$94,656	\$97,496	\$100,421	\$103,434	\$106,537	\$109,733	\$113,025	\$116,415	\$119,908	
	18	\$101,089	\$104,122	\$107,246	\$110,463	\$113,777	\$117,190	\$120,706	\$124,327	\$128,057	\$131,899	
	19	\$111,198	\$114,534	\$117,970	\$121,509	\$125,155	\$128,909	\$132,777	\$136,760	\$140,863	\$145,089	
	20	\$122,318	\$125,988	\$129,767	\$133,660	\$137,670	\$141,800	\$146,054	\$150,436	\$154,949	\$159,597	

Adopted R2017-09
Adjusted on March 1st of each year to include CPI
Appendix A

			Experi	ence	
2018			1	2	3
Washington State Min Wage \$11.50	ons	1	\$12.50	\$12.88	\$13.26
	cati	2	\$13.75	\$14.16	\$14.59
	Qualifications	3	\$15.13	\$15.58	\$16.05
	σ	4	\$16.64	\$17.14	\$17.65
			Experi	ence	
2019			1	2	3
Washington State Min Wage \$12	Su	1	\$13.00	\$13.39	\$13.79
3	Qualifications	2	\$14.30	\$14.73	\$15.17
	alific	3	\$15.73	\$16.20	\$16.69
	ð	4	\$17.30	\$17.82	\$18.36
2020			Experi	ence 2	3
Washington State Min Wage \$13.50	દ	1	\$14.50	\$14.94	\$15.38
Washington State Will Wage \$13.30	atior	2	\$14.30 \$15.95	\$16.43	\$16.92
	Qualifications	3	\$17.55	\$18.07	\$18.61
	Que	4	\$19.30	\$19.88	\$20.47
			Experi	ence	
2021			1	2	3
Washington State Min Wage Adjusted for CPI		4	\$15.50	\$15.97	\$16.44
	ons	1			
	ications	2	\$17.05	\$17.56	\$18.09
	ualifications			\$17.56 \$19.32	\$18.09 \$19.90
	Qualifications	2	\$17.05		

PO Box 70 Lakebay, WA 98349

ph: 253-884-9240 fax: 253-884-9249

tax: 253-884-9249

The key to your next adventure!

RENTAL FEES Updated 2017 Attachment C



Key Peninsula Little League

As per current year Field contract for practices and games. Rate for 2015 was \$4500 (for 2017 contract was \$4554) Contract is adjusted annually for CPI. KPLL has seen a decrease in the number of teams and players for a number of years. I have asked KPLL for exact number

Three Day Rental:

- \$700.00 for a three-day tournament all three fields
 - o Up to 46 games than \$15 per game there after
- \$600.00 for a three-day tournament Fields 1 and 2 only.
 - Up to 40 games than \$15 per game there after

Two Day Rental:

- \$600.00 for a two-day tournament all three fields.
 - Up to 40 games than \$15 per game there after
- \$500.00 for a two-day tournament Fields 1 and 2 only.
 - Up to 33 games than \$15 per game there after

One Day Rental:

- \$400.00 for a one-day tournament all three fields.
 - Up to 26 games than \$15 per game there after
- \$350.00 for a one-day tournament Fields 1 and 2 only.
 - Up to 23 games than \$15 per game there after

Field 1 Rental

• \$125-\$175 depending if using picnic shelter

Field 4 Rental

\$15 hour

Sports Leagues:

- \$25.00 per game (unprepared field. 1.5 hour)
- \$35.00 per game (groomed and prepared field prior to a game 1.5 hour)
- Practices for non KPLL users (select baseball, soccer, football \$ 10 hour)

Field Lighting:

• Inquire on cost and availability. With LED we can charge a per field light cost. Cost for the lights per field is between \$350-400.

Picnic Shelter:

• 2 hour minimum rental: \$25. Each additional hour \$12.50 for a maximum limit of (4) hours. Increase to \$30(\$15 hour)

Camping:

\$20 per night per Tent/RV (only available in conjunction with field rental) and do
we want to allow range of \$15 to 20 depending upon number of nights that they
stay. If the renter pays us the camping, so we don't collect

Home Park

Picnic Shelter

• 2 hour minimum rental: \$25. Each additional hour \$12.50 for a maximum limit of (4) hours. Increase to \$30(\$15hr)

Gateway Park/360 Trails (currently)

- Field/Grounds/Trails -- \$50-\$700 per day depending event details
- Camping fee \$20 per night per Tent/RV

Gateway Park/360 Trails (do we rent both properties or split up)

- Field
 - Staging area \$25 hour
 - o Parking area \$25 hour
 - Over flow (barn) \$25 hour
- Trails -- \$25 -\$100 per day depending event details
- Camping fee \$20 per night per Tent/RV

Picnic Shelter (entire shelter)

\$30 hour

Picnic Shelter (1/2)

\$15 hour

Maple Hollow

- Camping fee \$20(\$15) per night per Tent access only from water
- Group rate \$ 50 night accesses from water

This document is designed to be a starting point to review and modify the fees.